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Title: **Rockwell Collins Inc. and International Brotherhood of Electrical Workers (IBEW) (AFL-CIO-CFL) Local 1362 (2003)**

K#: **3651**

Employer Name: **Rockwell Collins Inc.**

Location: **IA Cedar Rapids**

Union: **International Brotherhood of Electrical Workers (IBEW) (AFL-CIO-CFL)**

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**2003 - 2008  
AGREEMENT  
Between  
LOCAL UNION NO. 1362  
of the  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

Affiliated with the  
American Federation of Labor  
Congress of Industrial Organization  
Canadian Labour Congress



**and  
ROCKWELL COLLINS, INCORPORATED  
Cedar Rapids, Iowa**

# TABLE OF CONTENTS

Article	Paragraph Number	Page
<b>AGREEMENT</b> .....	<b>1</b>	<b>1</b>
<b>I. MUTUAL COOPERATION AND COLLECTIVE BARGAINING</b> .....	<b>2-8</b>	<b>2-3</b>
Cooperation .....	2	2
Unit of Representation .....	3	2
Management Rights .....	4	2
Non-Discrimination .....	5	2
Employment of Disabled .....	6	3
Non-Coercion .....	7	3
Discrimination/Partiality .....	8	3
<b>II. UNION SECURITY</b> .....	<b>9-11</b>	<b>3-4</b>
Union Membership .....	9	3-4
Check Off .....	10	4
COPE Check Off .....	11	4
<b>III. INDIVIDUAL RIGHTS</b> .....	<b>12</b>	<b>5</b>
<b>IV. RIGHT OF VISITATION</b> .....	<b>13</b>	<b>5</b>
<b>V. UNION BUSINESS MANAGER, STEWARDS AND UNION REPRESENTATIVES</b> .....	<b>14-20</b>	<b>5-7</b>
Union Business Manager .....	15	5
Section/Organizational Unit Stewards .....	16	6
Chief Stewards .....	17	6
Alternate Stewards .....	18	6
Union Representatives .....	19	6
Union Certification .....	20	7
<b>VI. MACHINERY OF ADJUSTMENT</b> .....	<b>21-31</b>	<b>7-11</b>
Grievance Procedure .....	22-25	7-8
First Step .....	22	7
Second Step .....	23	7-8
Third Step .....	24	8
Fourth Step .....	25	8

<b>Article</b>	<b>Paragraph Number</b>	<b>Page</b>
	Labor Relations Board . . . . .	26 9
	Group Request . . . . .	27 9-10
	Arbitration . . . . .	28 10
	Selection of Arbitrator . . . . .	29 10-11
	Compensation for Time	
	Processing Grievances . . . . .	30 11
	No Strikes or Slowdowns, No Lockouts . . . . .	31 11
<b>VII.</b>	<b>DISCHARGE . . . . .</b>	32-34 12
	Right to Discharge/Discipline . . . . .	32 12
	Protest of Discharge . . . . .	33 12
	Reinstatement . . . . .	34 12
<b>VIII.</b>	<b>SAFETY AND SANITARY CONDITIONS . . . . .</b>	35-39 13-14
	Safety Glasses . . . . .	38 13
	Protective Clothing . . . . .	39 13-14
	Anti-Static Clothing . . . . .	39 14
<b>IX.</b>	<b>BULLETIN BOARDS . . . . .</b>	40 14
<b>X.</b>	<b>WORK WEEK, WORK DAY, HOURS, SHIFTS, LUNCH AND REST PERIODS . . . . .</b>	41-45 14-19
	Work Week, Work Day, Hours . . . . .	41 14-15
	Shift Starting Times, Lunch, Rest Periods . . . . .	42 15-17
	Overtime Rest Periods . . . . .	43 17-18
	Continuous Work-Day . . . . .	44 18
	Report Time, Call-In . . . . .	45 18-19
<b>XI.</b>	<b>OVERTIME WORK AND HOLIDAY PAY . . . . .</b>	46-49 19-27
	Overtime/Holiday Rates . . . . .	46 19-20
	Holiday Pay . . . . .	47 20-23
	Observance of Holidays . . . . .	48 23
	Overtime Distribution . . . . .	49 23-27
<b>XII.</b>	<b>PAY DAY . . . . .</b>	50 27

Article	Paragraph Number	Page
<b>XIII. WAGES</b>	51-61	28-30
Wage Groups	51	28
Rate of Pay:		
During Probationary Period	52	28
Within Wage Groups	53	28-29
On Promotion	54	28-29
On Demotion	55	29
On Temporary Transfer	56	29
While Training	57	29
Equal Pay	58	29
New Classifications	59	29-30
Correction of Mistakes	60	30
Changes in Rate of Pay	61	30
<b>XIV. HEALTH CARE AND INSURANCES</b>	62-64	31-35
Coverages	62	31-33
Medical/Prescription Drugs/		
Hearing Aid	62	31-32
Dental	62	32
Group Life and AD&D	62	32-33
Dependent Life	62	32
Weekly Accident & Sickness	62	33
Long-Term Disability	62	33
Flexible Spending	62	33
Vision Plan	62	33
Additional Coverage	63	33-34
Payment of Premiums	64	34-35
<b>XV. SENIORITY</b>	65-78	35-49
Seniority Time	65	35
Seniority List	66	35
Active Postings	66	35
Seniority Rights	67	35-40
Horizontal/Down Bids	67	36
Same Classification	67	36-37
Bidding Complex(es)	67	36-37
Former Classification	67	38
Bumping Rights	67	38-39
Recall Procedure	67	39

Article	Paragraph Number	Page
Obtaining a Non-Bargaining Unit Job	67	39
Temporary Layoff	67	40
Transfer of Chief Steward	67	40
Transfer of Section/Organizational Unit Steward	67	40
Changing Qualification/Requirements	68	40-41
Test Revision	68	40
Test Freeze	68	40
Employees Who Fail Test	68	41
Training Qualification Tests	68	41
Testing & Disqualification	68	41
Testing for New Employees	68	41
Temporary Transfers	69	41-42
Farm-Outs Between Complexes	69	42-43
Executive, Supervisory and Technical Personnel	70	43
Posting Procedure For Filling Job Openings	71	43
Time Limits for Postings	71	44
Refusal of Job Postings	71	44
Pre-Testing	71	44
Effective Date of Transfer	71	44
Protest Relating to Processing Postings	71	44-45
Posting Procedure for Absent Employees	72	45
Failure to Complete Absence Form	72	45
Returning Earlier than Date Designated	72	45
Unqualified Employees on Military/Vacation	72	45
Missed Posting for Absent Employee	73	45-46
Laid-off, Demoted, Displaced Employees	74	46
Training to Fill Job Openings	75	46
Training Freeze	75	46
Quit or Fail Training	75	46
Employees Who Have Not Met Job Qualification Standards	76	47
Considered When Filling Jobs	76	47
Returning to Unit of Representation	77	47-48
Termination of Seniority	78	48-49

Article	Paragraph Number	Page
<b>XVI. VACATIONS</b>	79-85	49-52
Vacation Period	79	49
Vacation Allowances	80	49-51
Vacation Pay	81	51
No Splitting of Vacation-Preferences--		
Notices	82	51
Contiguous Pre-Approved Vacation That		
Include Carry-Over Vacation Hours	82	52
Eligibility - Layoff/Leave of Absence	83	52
Employees Quitting Prior to May 1st	84	52
Holiday During Vacation	85	52
<b>XVII. RETIREMENT AND SAVINGS PLAN</b>	86	53
<b>XVIII. MILITARY SERVICE</b>	87-89	53-54
<b>XIX. LEAVES OF ABSENCE, ILLNESS AND ACCIDENTS</b>	90-98	54-59
Good Cause	90	54
Sick Leave	91	54-55
Disability from Injury	92	55-56
Leaves of Absence for Union Business	93	56-57
Leaves of Absence for		
Military Training/Emergency Duty	94	57
Jury Duty	95	57
Court Subpoena	95	57-58
Funeral Leave	96	58
Termination Pay	97	58
Education Leave	98	58-59
<b>XX. GENERAL PROVISIONS</b>	99-106	59-60
Notice	99	59
Employees	100	59
Contract Period	101	59
Joint Meetings	102	59
Interpretations	103	59
Modifications/Amendments	104	60
Individual Rights	105	60
Disciplinary Records	106	60

Article	Paragraph Number	Page
<b>XXI. TERMINATION, RENEWAL AND EFFECTIVE DATE</b>	107	60-63
Schedule of Wages	108	64-65
Alternate Rate Structure (ARS)	109	66-67
Vacation Pay and Time Off Chart	110	68
Schedule of Jobs	111	69-70
Cost of Living Allowance	112	71
General Company Rules	113	72
General Safety Rules	114	73-76
Letters of Understanding		77-118
Calendars 2003-2008		127-132
<b>INDEX</b>		119-126



## AGREEMENT

1. THIS AGREEMENT, entered into this 3rd day of May, 2003 by and between Rockwell Collins Inc., Cedar Rapids, Iowa, a corporation organized under the laws of the State of Delaware, its assigns, successors, or firms who may be later acquired by it, hereinafter designated, as the "COMPANY", and Local Union No. 1362 of the International Brotherhood of Electrical Workers, affiliated with the A.F.L. - CIO - C.F.L., hereinafter designated as the "UNION", for and in behalf of the employees now employed and hereinafter employed by the COMPANY, at the Cedar Rapids location, within the unit of representation as hereinafter described, and designated collectively herein as the "employees" and singularly as "employee".

WHEREAS: The above-named Union was on August 18, 1943 duly certified by the National Labor Relations Board (Case No. R-5571) as the representative for the purposes of collective bargaining, of all said employees.

WITNESS: WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the COMPANY during the term of this agreement and to provide for rates of pay, hours of work, and other conditions of employment for such employees to the end that their mutual relations may be negotiated with the view of securing harmonious cooperation, and to provide a procedure for a prompt and equitable adjustment of all grievances and disputes that may arise during the term of this agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

The COMPANY agrees to notify the UNION of any proposed sale, conveyance, assignment, transfer, consolidation or merger of the COMPANY'S operations covered by this Agreement and to provide information about the sale conveyance, assignment, transfer, consolidation or merger, as required by the COMPANY'S bargaining obligations under the National Labor Relations Act. Such notification will be at the earliest possible time, consistent with sound business judgment of the COMPANY.

## **ARTICLE I**

### **MUTUAL COOPERATION AND COLLECTIVE BARGAINING**

**2. Section 1. Cooperation.** The COMPANY and the UNION shall cooperate with each other to promote the welfare of the industry and the efficiency of the factory operations of the COMPANY. This agreement shall be binding upon the COMPANY and the UNION and upon all employees within the bargaining unit represented by the UNION as hereinafter defined.

**3. Section 2. Unit of Representation - Recognition of UNION.** The COMPANY hereby recognizes the UNION as the sole and exclusive bargaining agency for all employees within the unit of representation defined as follows:

All production and maintenance employees, including line stockmen, tool crib attendants, tool makers, assembly fixture makers, test technicians, model shop employees, custodial employees, and production and maintenance supervisory employees below the rank of Foreman, but excluding production clerks and expeditors, office and clerical employees, guards, laboratory employees, engineers, draftsmen, and all supervisory employees classified as Foreman or higher in rank.

**4. Section 3. Rights of Management Reserved to COMPANY.** The management of the COMPANY'S property and operations, and the direction of the working forces, including the right to employ, promote, discipline in the interest of good service, and to discharge employees for proper cause is reserved to the COMPANY, subject however, to such limitations as are contained in this agreement.

**5. Section 4. Non-Discrimination.** The COMPANY and the UNION agree that all employees will be treated equally and justly in the application of this agreement by both the COMPANY and the UNION in accordance with all-applicable Local, State, and Federal non-discrimination laws.

**6. Section 5. Employment of the Disabled.** The following statement is added to the contract in compliance with Chapter 601A, Section 14 of the Iowa Civil Rights Act of 1965: After a handicapped individual is employed, the employer shall not be required to promote or transfer such handicapped person to another job or occupation unless, prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation.

**7. Section 6. Non-Coercion.** The UNION agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership of the UNION. The COMPANY agrees not to interfere with the rights of its employees to become or remain members of the UNION, and there shall be no discrimination, interference, restraint, or coercion by the COMPANY or any of its agents against any employee because of UNION membership. If any grievance arises (as to whether there has been any violation of these pledges), the grievance shall be referred to the Labor Relations Board and determined in accordance with the provisions of the Fourth Step of the grievance procedure and Arbitration.

**8. Section 7. Discrimination or Partiality.** Any case of alleged discrimination or partiality on the part of a supervisor toward any employee or group of employees shall be reduced to writing and presented as a grievance at Step 2 of the grievance procedure with the right to Steps 3 and 4 and Arbitration.

## **ARTICLE II**

### **UNION SECURITY**

**9. Section 1. UNION Membership a Condition of Employment for Present Members and New Employees.** The COMPANY agrees that all employees who are now members or hereafter become members of the Union shall, as a condition of their employment, remain members of the UNION for the duration of this contract or any extension hereof, and that all new employees and all employees hereafter returning to the bargaining unit under the provisions of ARTICLE XV, Section 13, shall as a condition of employment, become members of the UNION prior to the expiration of four (4) calendar months from the date of their employment within the

bargaining unit or their probationary period as defined in ARTICLE XV, Section 1, in case of new employees, and shall remain members for the duration of this contract and any extension hereof.

Nothing in this paragraph contained shall be of any force or effect unless or until the statutes of the State of Iowa prohibiting the conditioning of employment upon UNION membership shall be repealed or declared unconstitutional by a court of last resort and not then unless the UNION shall at such time be fully authorized to make and enter into such an agreement.

**10. Section 2. Check-Off.** The COMPANY agrees that so long as there shall be in effect a written assignment duly executed and acknowledged by the employee authorizing it to do so, it will deduct from the first pay such employee is owed each month the UNION dues of such employee and promptly remit the same to the Financial Secretary of the UNION. The only exception to the above will be an employee returning from a layoff caused by excess employees. In that case, the COMPANY will deduct the dues for the month of return if (and only if) the employee is on the active payroll on or before the fifteenth day of the month of return.

**11. Section 3. COPE Checkoff.** The COMPANY, upon receipt of a signed authorization by an employee, shall deduct from the employee's wage a designated monthly amount for the Union's Political Action Committee. This amount will be promptly remitted from the third pay of each month to the UNION. The COMPANY will thereafter make such monthly deductions unless canceled in writing by the employee.

### **ARTICLE III**

#### **INDIVIDUAL AGREEMENTS**

**12.** No individual contract or arrangement shall be made by the COMPANY with any employee or part of the employees covered by this agreement, but the COMPANY may require each employee to execute such agreements respecting secrecy, patent protection, or Governmental security as are customarily and uniformly used by the COMPANY, or as may be required by the United States Government or such other agreements as may be approved by the UNION.

### **ARTICLE IV**

#### **RIGHT OF VISITATION**

**13.** The Business Manager of the UNION and/or his/her designated representatives, when not an employee of the COMPANY, shall be received by the COMPANY at its office, on reasonable notification to the COMPANY, and where investigation of grievance is desired, may be permitted to go into the factory (to be accompanied by a factory representative, if not an employee of the COMPANY) subject to such limitations and restrictions as may be imposed by the COMPANY.

### **ARTICLE V**

#### **UNION BUSINESS MANAGER, STEWARDS AND UNION REPRESENTATIVES**

**14.** The COMPANY shall recognize Section/Organizational Unit Stewards, Chief Stewards, Alternate Stewards and UNION Representatives specified herein as representatives of the employees for the purposes specified hereafter.

**15. Section 1. UNION Business Manager.** The COMPANY agrees to recognize a UNION Business Manager as representative of the employees in the shop for the purpose as herein described. The last person certified as UNION Business Manager by written notice of responsible officers of the UNION shall be recognized as such by the COMPANY.

**16. Section 2. Section/Organizational Unit Stewards.** The Business Manager of the UNION may appoint one (1) Steward for each section/organizational unit from among the employees assigned to the section/organizational unit; whenever practicable, one (1) Steward shall be appointed to represent combinations of sections/organizational units totaling less than twenty-five (25) employees from among the employees assigned to those sections/organizational units: Sections/organizational units having over fifty (50) employees shall be entitled to one (1) additional Steward for each additional fifty (50) employees or fraction thereof.

**17. Section 3. Chief Stewards.** The COMPANY agrees to recognize a Chief Steward for each building or combination of adjacent buildings having a total of three hundred (300) or less employees on each regularly scheduled shift; buildings having over three hundred (300) employees shall be entitled to one (1) additional Chief Steward for each additional three hundred (300) employees or fraction thereof. In a building having less than twenty-five (25) employees on a shift, and a Chief Steward is assigned to that building only, the Chief Steward will act as Section/Organizational Unit Steward. The Chief Steward may also temporarily act as Section/Organizational Unit Steward in the absence of a Section/Organizational Unit Steward or until one is appointed.

Chief Stewards shall be selected from among the employees on the shift, in the building or buildings s/he represents. Buildings are to be designated in accordance with the Collins building numbering system.

**18. Section 4. Alternates.** The UNION may designate alternates, any one of which shall be recognized by the COMPANY during the absence of the regular Section Stewards, Chief Stewards or UNION Representatives.

**19. Section 5. UNION Representatives.** The COMPANY agrees to recognize UNION Representatives not to exceed three (3) in number who shall act as the UNION members of the Labor Relations Board.

**20. Section 6. UNION Certification.** The persons last certified as Section/Organizational Unit Stewards, Chief Stewards, Alternate Stewards and UNION Representatives by written notice from the UNION Business Manager to the Director of Industrial Relations will be recognized as such by the COMPANY.

## **ARTICLE VI**

### **MACHINERY OF ADJUSTMENT**

**21. Section 1.** It is mutually understood and agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the COMPANY.

In the event of any Request for Adjustment arising under this agreement, or in the event of any dispute in the application of this agreement, the procedure for adjusting the same shall be in accordance with the following grievance and arbitration procedure:

**22. Section 2. Grievance Procedure 1. First Step. Presentation of Adjustment Request.** (a) An employee having a complaint shall, in the first instance, present his/her Request for Adjustment to his/her Supervisor (accompanied by his/her UNION Steward if s/he so desires) in an attempt to settle the same. Any complaint not taken up with the Supervisor within twenty-four (24) hours (Saturdays, Sundays, and Holidays excluded) after the basis thereof is known to the employee, shall be deemed to be waived and no employee shall have any further consideration of the same.

(b) The employee, and/or Section/Organizational Unit Steward may desire to discuss the complaint with the Chief Steward, prior to discussion with the Supervisor and they may ask and receive permission to do so. The employee and/or the Section/Organizational Unit Steward should then verbally discuss the complaint with the Supervisor or advise him/her if the matter is being dropped.

**23. 2. Second Step of Adjustment Request by Chief Steward and Department Manager.** (a) If a satisfactory settlement is not reached in the First Step, the Chief Steward will be allowed to investigate the grievance and meet with the Department Manager, or

such person as s/he may designate, within three (3) working days in an attempt to resolve the complaint. If the Chief Steward and Department Manager, or designee, are unable to resolve the complaint the Business Manager of the UNION and the Director of Industrial Relations of the COMPANY will appoint their respective representatives to meet within three (3) working days with the Chief Steward and the Department Manager, or designee, in an attempt to resolve the same. If the complaint is not resolved, the Chief Steward will reduce the same to writing within three (3) working days, stating the nature of the grievance, the date of occurrence, the action complained of, the employee or employees involved, the remedial action sought and present the grievance to the Department Manager, or such person as s/he may designate. The grievance shall have endorsed upon it, the day and hour first taken up with the Supervisor and the day and hour on which reduced to writing and referred to the COMPANY by the UNION. No COMPANY representative will discuss the matter with the employee or employees involved except in the presence of the UNION representative who handled the original negotiation or any other representative designated by the UNION. The Department Manager or his/her designee will render a decision in writing within three (3) working days.

**24. 3. Third Step of Adjustment, Labor Relations Department.** (a) If a satisfactory settlement is not reached in the Second Step, the UNION Business Manager or his/her designated representative and the Director of Industrial Relations or his/her designated representative shall meet within five (5) working days of the Second Step answer and attempt to settle the grievance. The Director of Industrial Relations or his/her designated representative shall render a written decision within five (5) working days of the above mentioned meeting.

**25. 4. Fourth Step of Adjustment, Labor Relations Board.** (a) If a grievance is not settled satisfactorily at the Third Step, it shall be submitted to the Labor Relations Board within one calendar week of the Third Step written answer.

(b) Either the COMPANY or the UNION shall be granted one week postponement of the hearing of the case upon written request.



**26. Section 3. Labor Relations Board.** (a) The Labor Relations Board shall consist of three (3) UNION representatives selected from the UNION membership in accordance with ARTICLE V, Section 5, hereof, and three (3) representatives of the COMPANY.

(b) The Board shall meet regularly each Thursday A.M. at a time mutually agreed to by the Business Manager of the UNION and the Director of Industrial Relations or their designees unless they agree no meeting is necessary.

(c) Special meetings of said Board may be called when necessary to dispose of matters of extreme urgency.

(d) The UNION may have its Business Manager, or other representatives; and the COMPANY may have its Senior Human Resource Executive or other representatives present at any Board meeting.

(e) Chairman of the Board shall be held for two (2) months alternately, first by the Business Manager of the UNION and followed by the Senior Human Resource Executive or designee of the COMPANY.

(f) Grievances resolved at the Labor Relations Board will be by majority vote of the three (3) UNION Board members and the three (3) COMPANY Board members.

(g) Answers to grievances heard at this Step shall be given in writing by Management no later than three (3) working days following the meeting unless the time limit is extended by mutual agreement.

**27. Section 4. Group Request for Adjustment.** If any problem arises which involves a group of employees reporting to a single Supervisor, such requests shall be presented to the Supervisor and the Department Manager/IPT Leader by the Steward and Chief Steward at the First Step. A problem involving employees of more than one section/organizational unit in the same department may be presented directly to Second Step. If a group request involves employees from more than one department or the condition complained of is outside the jurisdiction of the employee's department head, the grievance may

be presented directly to the Third Step.

**28. Section 5. Arbitration.** (a) Any arbitrable request for adjustment not settled in the Fourth Step, shall at the request of either party be submitted to arbitration.

(b) Arbitration under this agreement shall be applied only to the interpretation or application of the provisions of the agreement.

(c) Notice of Appeal to Arbitration of any arbitrable request shall be given within ten (10) days (Saturdays, Sundays, and Holidays excluded) following the date the Request for Adjustment was not settled in the Fourth Step.

**29. Section 6. Selection of an Arbitrator.** (a) Following an appeal of a grievance to arbitration, the parties shall meet within ten (10) working days in an attempt to mutually select an Impartial Arbitrator.

(b) If the parties are unable to agree upon an Impartial Arbitrator within two (2) working days from the date of their first meeting, then either of the parties or both may call upon the American Arbitration Association or Federal Mediation and Conciliation Service to submit to each party, the names of five (5) persons, from which the Arbitrator is to be selected.

(c) Each party shall have two (2) working days in which to designate its preference, with respect to each of the names submitted and on the basis of such statement of preference, the American Arbitration Association or Federal Mediation and Conciliation Service shall appoint the Impartial Arbitrator. The parties hereto agree to be bound by such agreement.

(d) The Arbitrator selected shall immediately conduct a hearing and determine the controversy upon the evidence submitted by the parties.

(e) The decision of the Arbitrator on any matter submitted shall be final and binding upon all parties.

(f) The fees and expenses of the Arbitrator shall be shared equally by the COMPANY and the UNION. All other expenses shall be the

responsibility of the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.

(g) The COMPANY and the UNION agree that in order to expedite arbitration decisions, they shall endeavor to limit the submission of post hearing briefs and; in no event, shall post hearing briefs be submitted in cases of disciplinary nature unless it is mutually agreed to do so.

All dispositions resulting from cases which are arbitrated by the Parties in which it is agreed that no post hearing briefs shall be submitted will be without prejudice to either Party, have no precedential value whatsoever and may not be introduced at subsequent arbitration hearings.

**30. Section 7. Compensation for Time of Union Stewards and Representatives while Processing Grievances.** (a) The COMPANY recognizes that UNION Stewards require a reasonable amount of time during working hours to effectively handle grievances; therefore such time away from their work stations will be granted without loss of pay. All Stewards and other UNION representatives are to report in and out to the Supervisor of the sections/organizational units involved when handling grievances. If the Supervisor is not available, the Steward will sign in and out.

(b) Working time lost by members of the Labor Relations Board at its regular or special meetings, or by any employee while meeting with the Labor Relations Board or a representative of the COMPANY, shall be paid by the COMPANY at straight time, save as may be otherwise mutually agreed.

**31. Section 8. No Strikes or Slowdown - No Lockouts.** The UNION agrees that during the period of this agreement, it will neither order, cause, nor sanction an interference with or stoppage of work but will act in every way to facilitate production unless the COMPANY refuses to arbitrate a Request for Adjustment as defined herein, or refuses to comply with the final determination of the Arbitrator's award. So long as the UNION is complying with the provisions hereof, the COMPANY agrees there shall be no lockout during the period that this agreement is in force.

## **ARTICLE VII**

### **DISCHARGE**

**32. Section 1. Right of Discharge and Discipline.** The COMPANY shall have the right to discharge or discipline by layoff any employee for any violation or infraction of the COMPANY rules, attached hereto, which are not in conflict with this agreement. The COMPANY will make a good faith effort to involve the UNION in predisciplinary investigations, except in certain confidential situations.

**33. Section 2. Procedure for Protest of Discharge.** The Chief Steward assigned to the building or the UNION Business Manager shall be notified and allowed to be present at the time of any discharge or disciplinary layoff. Any regular employee who is discharged or disciplined by layoff, may within forty-eight (48) hours (excluding Saturdays, Sundays, and Holidays) file a written protest and request a hearing with the Director of Industrial Relations (or other person designated by the COMPANY) and the UNION Business Manager, with the right to Step Four of the Grievance Procedure and Arbitration.

**34. Section 3. Reinstatement.** If the Labor Relations Board or an Arbitrator determines that the discharge or disciplinary layoff is unjustified, reinstatement shall be ordered with or without pay for the time lost. Reinstatement shall be without loss of any seniority rights or status.

## ARTICLE VIII

### SAFETY AND SANITARY CONDITIONS

**35. Section 1.** The COMPANY shall continue to make reasonable provisions for the safety and health of its employees at its plants during the hours of their employment, in accordance with the laws of the State of Iowa.

**36. Section 2.** To help promote safety among the employees, the UNION and the COMPANY will appoint six (6) members each, to a Committee known as the Plant Safety Committee. The Committee shall serve in an advisory capacity to the Manager of Health and Safety Programs or other designated plant safety management representatives.

**37. Section 3.** The Plant Safety Committee shall meet at least once a month at an agreed upon time and date. Working time lost by members of the Safety Committee in the performance of the work of the Committee shall be compensated for by the COMPANY.

**38. Section 4.** The COMPANY agrees to pay the full cost of prescription and nonprescription safety glasses (including frames, side shields and lenses). (Effective October 1, 2003) Employees desiring progressive lenses may obtain them by paying twenty-five dollars \$25.00. Each employee must provide his/her own prescription. Employees shall be provided, if required, up to one (1) pair of safety glasses each year. Employees may return the glasses at any time because of required maintenance.

**39. Section 5. (a) Protective Clothing.** In instances where the issue of protective clothing is not resolved between the Supervisor and an employee, the Safety Committee shall determine the need for said protective clothing. Where safety shoes are required by law or by the plant safety committee, (effective October 1, 2003) the COMPANY will pay \$80 of their cost once every year (rolling year from date of purchase). Employees will have the choice of vendor as long as the shoe meets the OSHA certification. The COMPANY will provide the training and will provide toe caps where needed. If required safety shoes are damaged due to an industrial accident so that they are no longer wearable, the COMPANY will reimburse the \$80.

**(b) Anti-Static Clothing.** The COMPANY will provide Anti-Static clothing (at no cost to the employee) in areas of the plant where such apparel is required.

## **ARTICLE IX**

### **BULLETIN BOARD**

**40.** The COMPANY shall provide a bulletin board in each building on which officers of the UNION may post notices of official UNION business. Notices of UNION meetings, recreational and social affairs, elections and results of elections and appointments shall not require COMPANY approval. Other notices shall not be posted without COMPANY approval.

## **ARTICLE X**

### **WORK WEEK, WORK DAY, HOURS, SHIFTS, LUNCH AND REST PERIODS**

**41. Section 1. Work Week, Work Day and Hours.** The work week shall consist of seven (7) consecutive days of twenty-four (24) hours each beginning at the end of the Friday evening shift and ending at the conclusion of the evening shift on the following Friday. A standard work week shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days per week from Monday through Friday. A non-standard workweek shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days per week in which the days off are other than Saturday and Sunday and/or the days an employee is scheduled to work vary from week to week. The days worked in a non-standard work week shall be consecutive days.

Testing, building and machine maintenance employees may be assigned a non-standard work week. Five (5) working days' notice shall be given of any change in such an employee's assigned work week. Such assignments of testing and/or machine maintenance employees shall be limited to not more than sixty (60) working days and shall be posted if the COMPANY anticipates they will exceed this limit. Building maintenance employees include employees who are classified as building and equipment maintenance personnel, power plant technicians and custodians; machine maintenance employees

including employees who are classified as maintenance machinist; Testing employees include employees who are classified as test technicians as defined in the job descriptions for these jobs and the "Schedule of Jobs Classified into Wage Groups".

The COMPANY may post job openings for other jobs on a non-standard work week or standard work week which requires other shift hours where work load or continuity of operation requires other than standard work week or shift hours. Postings for such jobs shall clearly state the shift hours and work week. It is mutually agreed that job openings requiring a non-standard work week shall be held to a minimum and jobs so posted for continuity of operations shall only be posted after the job requiring such continuity is operating on a three shift basis on a standard work week. Jobs posted on a non-standard work week for purposes of continuity of operation shall be limited to not more than 5% of the Bargaining Unit work force.

The COMPANY may post job openings for a rotating work week with other than Saturday and Sunday off. Such rotating work week shall alternate with a regular work week each four (4) weeks. Five (5) days' notice shall be given prior to an employee being placed on a non-standard work week. Employees selected for the rotating work week shall indicate, prior to the five (5) days' notice, which two (2) consecutive days off s/he desires for the next four (4) week period. Employees selected for rotating work weeks may trade in four (4) week blocks with other employees on the same rotating work week and shift if notice is given to the COMPANY prior to the five (5) day notice.

**42. Section 2. (a) Regular Shift Starting Times, Lunch and Rest Periods.** The regular day shift shall commence work not earlier than seven (7) A.M. or later than eight (8) A.M. The regular evening shift shall commence work not earlier than three thirty (3:30) P.M. or later than four thirty (4:30) P.M. The regular morning shift shall commence work not earlier than twelve (12) midnight or later than one (1) A.M. The above regular shift starting times may be changed by the COMPANY as deemed necessary within the above limitations, for efficient operations providing two (2) calendar weeks' notice is given of any change, to the UNION and the employees involved.

Employees on the regular shifts shall have:

1. A paid ten (10) minute rest period before and a paid ten (10) minute rest period after the lunch period.
2. An unpaid lunch period of thirty (30) minutes and employees on these shifts shall receive pay on the basis of eight (8) hours of work.

**(h) Irregular Shift Starting Times, Lunch and Rest Periods.**

Other shift hours may be assigned building maintenance, machine maintenance and testing employees. Five (5) working days' notice shall be given of any change in such employees assigned hours, however, employees so assigned shall work eight (8) hour shifts and shall have in addition to the two (2) paid ten (10) minute rest periods, a thirty (30) minute paid lunch period.

**(c) Employees Assigned to Custodial Work** and whose assigned shift begins between the hours of 10 p.m. and 11:30 p.m. will work eight (8) hour shifts and shall have two (2) paid ten (10) minute rest periods and an unpaid (30) minute lunch period. They will be paid on the basis of eight (8) hours' work.

**(d) Three Shift Basis Starting Times, Lunch and Rest Periods.**

The COMPANY may post job openings to operate on a three shift basis. Shift hours for operation on a three shift basis shall be as follows:

The day shift shall commence work at 7:00 A.M. and quit at 3:30 P.M. The evening shift shall commence work at 3:30 P.M. and quit at 12:00 midnight. The morning shift shall commence work at 12:00 midnight and quit at 7:00 A.M. In an operation in which two shifts (day and evening) are established and the COMPANY deems it necessary to add a third (morning) shift, day and evening shift hours may be changed to conform with the preceding shift hours, provided five (5) working days' notice is given in writing of such change, to the UNION and the employees involved. Employees on the day and evening shifts shall have:



1. A paid ten (10) minute rest period before and a paid ten (10) minute rest period after the lunch period.

2. An unpaid lunch period of thirty (30) minutes and employees on these shifts shall receive pay on the basis of eight (8) hours of work. Employees on the morning shift shall have a paid lunch period of thirty (30) minutes, a paid ten (10) minute rest period, and shall receive pay on the basis of eight (8) hours of work.

(c) **Expiration of Rest and Lunch Periods.** Employees shall be at their places' of work on the expiration of said rest or lunch periods.

**43. Section 3. Overtime Rest Periods.** If overtime is worked one (1) hour before the start of the shift and one (1) hour after the end of the shift, employees have the option to take one (1) ten minute paid rest period at a time determined by the Supervisor. If two (2) hours but less than three (3) hours overtime is scheduled to be worked, there shall be a paid ten (10) minute rest period. If the overtime is scheduled to begin prior to the start of the regular shift, the starting time of this rest period shall be one (1) hour and fifty (50) minutes after the start of overtime. If the overtime is scheduled to follow the completion of the regular shift, the time of this rest period shall be immediately following the regular shift, prior to the beginning of the overtime work.

If three (3) hours but less than four (4) hours is to be worked there shall be two (2) rest periods.

If four (4) hours overtime is scheduled to be worked, there shall be two (2) paid ten (10) minute rest periods. If the overtime is scheduled to begin prior to the start of the regular shift, the timing of the first rest period shall begin one (1) hour and fifty (50) minutes after the start of the overtime and the second rest period shall begin three (3) hours and fifty (50) minutes after the start of the overtime. If the overtime is scheduled to follow the completion of the regular shift, the first rest period shall be immediately following the regular shift, prior to the start of the overtime work and the second rest period shall begin one (1) hour and fifty (50) minutes after the start of the overtime work.

If more than four (4) hours overtime is scheduled to be worked, there

shall be an unpaid thirty (30) minute lunch period at the end of the regular shift before the overtime starts. In addition, there shall be a ten (10) minute rest period at the end of each two (2) hours of overtime worked.

The provisions for rest periods as herein set out are agreed to by the COMPANY upon the understanding that the employees assume the responsibility for return to their places of work by the expiration of the specified rest periods, and if such privilege is abused by the employee to such extent that the same cannot be enforced by individual discipline, the COMPANY will call the matter to the attention of the Labor Relations Board in writing, and if such abuses continue five (5) working days after such Board has received such notice, the COMPANY may discontinue rest periods for any shift or department for such time as the COMPANY may deem proper.

**44. Section 4. Work-day to be Continuous.** The scheduled working day shall be continuous and employees shall not be compelled to layoff work for any period of time during the day and resume work thereafter during the same day except in case of lunch or rest periods.

**45. Section 5. (a) Report Time.** Whenever an employee reports for work without previous notification to the contrary by the COMPANY and is not permitted to commence work, s/he shall receive a minimum of four (4) hours' pay. When it becomes necessary for the COMPANY to announce an emergency plant closing caused by severe weather or other conditions beyond the COMPANY'S control, notification to employees will be given by calling Local Radio Stations and having them carry this information on their newscasts. Notice of a day shift closing will be carried on the 5:30 A.M. through 7:30 A.M. newscasts. Notice of an evening shift closing will be carried on the 2:00 P.M. through 4:00 P.M. newscasts. Notice of a morning shift closing will be carried on the 9:30 P.M. through 11:30 P.M. newscasts. Plant guards and telephone operators on duty, will also be notified so they may inform employees who call or come in. When notification is given by this method, it shall be deemed sufficient and no employee shall be entitled to report time pay.

**(b) Call-In.** Employees called in to work shall receive time and one half for all time worked, but not less than four (4) hours' straight time pay. Employees called in to work on Sunday shall receive double time for all time worked but not less than four (4) hours' straight time pay. No employee who has failed to keep the COMPANY informed of his/her current address and phone number shall have a right to file a Request for Adjustment for call in pay. The COMPANY and UNION agree new technologies may provide opportunity for some employees to perform some work from remote locations such as from their home. Prior to implementing this type of work, Labor Relations and the Union Business Manager will evaluate the proposed process and the impact on call-in pay issues on a case-by-case basis.

## **ARTICLE XI**

### **OVERTIME WORK AND HOLIDAY PAY**

**46. Section 1. Overtime and Holiday Rates.** (a) The COMPANY agrees to pay one and one half (1 1/2) times the employee's regular straight time rate of pay for all work performed.

1. In excess of eight (8) hours worked in any one work day.
2. In excess of forty (40) hours worked in any one work week.
3. On Saturday except for employees on a non-standard work week and excepting portions of regular shifts starting the previous day but carrying over past midnight.
4. For hours worked prior to the employee's regularly scheduled starting time or for hours worked subsequent to the employee's regularly scheduled quitting time (hours worked subsequent includes the eighth (8th) hour worked by employees on the morning shift, 12 midnight to 7:00 A.M.).

(b) The COMPANY agrees to pay twice the employee's regular straight time rate of pay for all work performed on Sundays except for employees assigned a non-standard work week, and excepting portions of regular shifts starting the previous day but carrying over past midnight.

(c) Work performed by an employee working a standard work week, of eight (8) hours or more on Sunday or a Holiday, shall continue to be compensated at the rate of double time for all consecutive hours worked; this also applies to work performed by an employee working a non-standard work week on the employee's 7th day or a Holiday.

(d) All work in excess of twelve (12) consecutive hours shall be paid at the rate of double time.

(e) Double time shall be paid for all work performed on any of the recognized Holidays. An employee shall also receive, in addition to earned pay, Holiday pay.

(f) For employees on a non-standard work week, the first day off shall be deemed to be Saturday and the second day off Sunday, and work performed thereon shall be compensated accordingly.

(g) Overtime shall not be paid more than once for any hour worked and there shall be no pyramiding of overtime and Holiday pay.

**47. Section 2. Holiday Pay.** (a) The following Holidays shall be recognized under this agreement.

**2003**

Memorial Day (May 26)

Independence Day (July 4)

Labor Day (September 1)

Thanksgiving Day (November 27)

Friday after Thanksgiving Day (November 28)

Christmas Shutdown

December 24

December 25

December 26

December 29

December 30

December 31

**2004**

January 1

January 2

### **2004 Continued**

Good Friday (April 9)

Memorial Day (May 31)

Independence Day (July 5)

Labor Day (September 6)

Thanksgiving Day (November 25)

Friday after Thanksgiving Day (November 26)

Christmas Shutdown

December 23

December 24

December 27

December 28

December 29

December 30

December 31

### **2005**

January 3

Good Friday (March 25)

Memorial Day (May 30)

Independence Day (July 4)

Labor Day (September 5)

Thanksgiving Day (November 24)

Friday after Thanksgiving Day (November 25)

Christmas Shutdown

December 22

December 23

December 26

December 27

December 28

December 29

December 30

### **2006**

January 2

Good Friday (April 14)

Memorial Day (May 29)

Floating Holiday (July 3)

Independence Day (July 4)

Labor Day (September 4)

Thanksgiving Day (November 23)

**2006 Continued**

Friday after Thanksgiving Day (November 24)

Christmas Shutdown

December 22

December 25

December 26

December 27

December 28

December 29

**2007**

January 1

January 2

Good Friday (April 6)

Memorial Day (May 28)

Independence Day (July 4)

Labor Day (September 3)

Thanksgiving Day (November 22)

Friday after Thanksgiving Day (November 23)

Christmas Shutdown

December 24

December 25

December 26

December 27

December 28

December 31

**2008**

January 1

Good Friday (March 21)

The days off for employees on a non-standard work week will be considered Saturday and Sunday for the purpose of determining which Holidays will be observed.

(b) Eight (8) hours of straight time (including shift premium) shall be paid for any unworked recognized Holiday. To be eligible for Holiday pay, an employee must work four (4) hours of the regularly scheduled work day immediately preceding the Holiday and four (4) hours of the regularly scheduled work day immediately succeeding the Holiday. If s/he does not work the required hours before and after each Holiday, one day of Holiday pay will be deducted for each day four (4) hours not worked up to a maximum of two (2) days except if s/he is on

emergency leave, military induction or in the event of a verified personal illness and the Holiday falls within seven (7) working days of the employee's last day worked. An employee on temporary layoff will receive Holiday pay regardless of whether or not s/he meets the above qualifications. No employee shall receive Holiday pay if s/he fails to report to work after accepting a work assignment for that day.

**48. Section 3. Observance of Holidays.** (a) Whenever any of the above named Holidays not already rescheduled to provide for a "Christmas shutdown" fall on Sunday, the following Monday shall be observed as such. If the following Monday is already a Holiday, the following Tuesday will be recognized, etc.

(b) Whenever any of the above named Holidays not already rescheduled to provide for a "Christmas shutdown" fall on Saturday, the preceding Friday shall be observed as such. If the preceding Friday is already a Holiday, the preceding Thursday will be recognized.

**49. Section 4. Distribution of Overtime.** The parties expect employees to review overtime records for accuracy, commit to overtime in a timely manner, and work the overtime to which they commit to. Overtime will be administered and tracked by the Facilitator/Steward PARTNERSHIP or their assigned designees. (The Steward will not be allowed to ask for overtime).

**Employees who do not work after committing to overtime:**

On the first occurrence of an employee failing to work the overtime for which s/he had committed or working fewer hours than committed (unless there is no work or the overtime was canceled), the employee will be counseled by the PARTNERSHIP as to their overtime expectations.

**Distribution Procedure:**

The parties agree to establish a procedure that distributes overtime equitably among all employees on all shifts.

1) The section/organizational unit's overtime needs for the next week and the appropriate employees to fill these needs will be determined by the section/ organizational unit or PARTNERSHIP by the close of each shift on Wednesday.

2) The appropriate employees will be asked for overtime by the first break of each shift on Thursday.

3) Employees have until lunch on each shift on Thursday to commit to or refuse the overtime. Failure to meet this deadline will be considered a chargeable refusal of overtime.

4) All overtime requests will be completed by end of each shift Thursday.

5) By first break of each shift on Friday, the list of employees accepting and refusing overtime and the planned work activity for each employee will be posted in the work area for review by all employees.

6) Employees have until lunch of each shift on Friday to review the overtime records for accuracy and identify errors. The PARTNERSHIP will review and correct all errors identified before the end of the normal shift. Any error identified by an employee after lunch break on Friday will not be corrected.

If Thursday and/or Friday are Holidays, the process will be adjusted accordingly one or two days to offset the Holidays.

#### Unplanned Overtime:

Overtime not requested and posted by first break on each shift on Friday for the following work week will be considered to be unplanned overtime. Unplanned overtime will be filled through an agreement between the PARTNERSHIP.

(a) Overtime shall be as equitably distributed as practicable among employees, employees with higher seniority status among those regularly performing the work being given preference in the first assignment of overtime and receiving further assignments of overtime in their regular turn. In assembly and test where round robin overtime is used and an overtime assignment requiring continuity of effort is needed for work both Saturday and Sunday, the low overtime employee will be asked for both days. Any deviation from "round robin" overtime must be concurred by the Chief Steward prior to the overtime being worked.

(b) An employee who is in the process of being transferred shall continue to receive further assignments of overtime in the section/organizational unit s/he is being transferred from until s/he is physically moved to his/her new section/organizational unit.



(c) Employees working overtime shall not work in other than their own sections/organizational units unless they have been specifically assigned to overtime work in such section/organizational unit and do not prevent employees regularly performing the work from receiving the overtime assignment.

(d) The COMPANY will make every effort to give at least twenty-four (24) hours notice to employees requested to work overtime.

(e) Those employees given a twenty-four (24) hour advance notice will be considered to have had their turn whether they accept the work or not. Such turn will not be charged when the notice is less than twenty-four (24) hours and the employee does not accept the work.

(f) When an employee accepts an overtime assignment, s/he will be charged in the overtime records, whether s/he works the overtime or does not work the overtime, for the full amount of time s/he accepted at the applicable overtime rate.

(g) When an employee, after reporting for work, leaves of his/her own volition, prior to completing the amount of overtime s/he accepted, s/he will be charged with the full amount of time s/he accepted at the applicable overtime rate.

(h) An employee who is on a leave of absence for a full work week or more and misses his/her regular turn at overtime will be charged in the overtime records, for a maximum of thirty (30) consecutive days, with the number of hours pay s/he would have received had s/he been at work. After thirty (30) consecutive days of leave, s/he will be averaged into the section/organizational unit to which s/he is returned. Any portion of the week preceding the first full work week in which an employee is on leave of absence shall not be included in the thirty (30) day period for receiving overtime charged.

(i) An employee who misses his/her regular turn at overtime while s/he is on earned vacation will not be charged in the overtime records. An employee who takes an earned vacation of one or more weeks is entitled to time off on the weekends (Saturday and Sunday) or the sixth and seventh day following each week of earned vacation but not preceding the vacation.

(j) An employee on a disciplinary layoff who misses his/her turn at overtime will be charged in the overtime records for the time s/he would have been offered had s/he been here.

(k) No employee will be charged in the overtime records for overtime refused if the work is not the type of work normally performed in his/her job classification or if the work to be performed is located in a building complex other than the one where the employee normally works.

(l) When overtime is offered to an employee whose turn it is to work and s/he won't work the full amount of time offered, s/he will be considered as having refused the full amount of time offered and charged in the overtime records accordingly provided s/he has had twenty-four (24) hours notice..

(m) If there is an overtime assignment which requires continuity of effort and follow through and which will require working both Saturday and Sunday, only those employees who will accept both days need be asked. An employee refusing overtime for one of the days shall be charged for the day s/he refused. (See (a) above)

(n) When overtime is scheduled for a group of Assembly Operators on a progressive assembly line and enough operators refuse the overtime making it necessary for the COMPANY to cancel the overtime assignment, the amount of overtime refused by these operators should be charged on the overtime record provided they were asked twenty-four (24) hours in advance. No time shall be charged in the record for employees who accepted the overtime and would have worked if the COMPANY had not been forced to cancel it.

(o) When an employee (who is a member of a National Guard or Organized Reserve Unit) is required for training or emergency duty of short duration and therefore misses his/her regular turn for overtime work, s/he shall not be charged in the overtime record.

(p) Employees on loan or temporary transfer to another section/organizational unit or shift will have any overtime they work charged in their home section/organizational unit.

(q) When a new or transferred employee reports to a section/organizational unit s/he will be given an overtime starting credit equal to the average amount of overtime worked by the employees s/he will share the overtime with.

(r) An employee who accepts a training posting will be considered eligible for overtime assignments in the section/organizational unit to which the employee is assigned as a trainee provided the employee used (during overtime) does not prevent employees regularly performing the work from receiving the overtime assignment. (Employees regularly performing the work are employees in the same job code family in that section.) The employee may also be used during overtime in the section/organizational unit in which they were formerly assigned.

(s) Weekly up-to-date overtime records will be kept and posted in each section/organizational unit for review by employees. The COMPANY will use a standard form for recording and posting overtime. Request for Adjustments concerning overtime which resolutions result in one (1) hour or less pay will not be charged in employees overtime records.

(t) Overtime records shall be kept on an annual basis with the cut-off date to be the first Saturday following May 1st or May 1st if it falls on Saturday.

## **ARTICLE XII**

### **PAY DAY**

**50.** Regular pay day shall be on Friday of each week for the day and morning shifts and Thursday of each week for the evening shift. Employees shall be paid for all work performed up to quitting time of the evening shift on Friday preceding. When a Holiday interferes pay day shall be on the day preceding the Holiday unless unusual overtime computation or other circumstances make the preparation of the payroll impractical in the shorter period allowed.

## ARTICLE XIII

### WAGES

**51. Section 1. Wage Groups.** Attached hereto and made a part hereof is a "Schedule of Jobs classified into Wage Groups" and "Schedule of Wage Rates". The "Schedule of Wage Rates" shall be effective as of May 3, 2003 on the basis set out in said schedules. Based upon such schedules, an employee's rate of pay shall be determined in accordance with the following sections (2) and (7) inclusive. Employees working on the evening shifts or those employees assigned to a non-standard work week whose regular shift hours fall between 4:00 P.M. and 8:00 A.M. shall be compensated for hours worked at forty (40) cents per hour above the rate set forth in the "Schedule of Wage Rates" with the exception of the morning shift as defined in ARTICLE X, Section 2. Employees working on a non-standard work week shall, in addition to the forty (40) cents per hour, be compensated for hours worked at thirty (30) cents per hour above the rate set forth in the "Schedule of Wage Rates".

**52. Section 2. Rate of Pay During Probationary Period.** The wage rate for an employee during his/her probationary period (as defined in ARTICLE XV, Section 1) of employment shall be the current hiring level in which his/her job is classified. Upon the expiration of such new employee's probationary period, s/he shall be credited with the number of regularly scheduled weeks (as defined in Paragraph 53, Section 3) in the Wage Group in which s/he is employed which s/he worked during his/her probationary period.

**53. Section 3. Advances in Rate of Pay Within Wage Group.** Each employee shall be advanced in his/her pay rate within the range of pay rates applicable to his/her Wage Group as set forth in said "Schedule of Wage Rates" on the basis of his/her time of employment in any job within such Wage Group. An employee will not advance in the Wage Group while laid off.

**54. Section 4. Rate of Pay on Promotion.** An employee shall, on promotion or transfer to a new job, be advanced to the base rate of such job, unless such employee's then rate of pay is higher, in which event s/he shall continue to receive his/her then rate of pay until the

period set forth in the "Schedule of Wage Rates" entitling him/her to a higher rate, has expired. An employee who is promoted to a new job whose then rate of pay is the same as the base rate of the new job shall be advanced to the next rate within the range of the "Schedule of Wage Rates". Any employee who has been previously employed in the same job to which s/he is promoted or transferred shall receive credit for the time previously spent in such job or the first rate within the range within the "Schedule of Wage Rates", whichever is greater, for the purpose of determining his/her rate of pay. Any employee, who has been previously employed in a directly related job in a higher Labor Grade than the one to which s/he is promoted or transferred shall receive maximum rate of that wage group.

**55. Section 5. Rate of Pay on Demotion.** In the event an employee is demoted, s/he shall receive the maximum rate of the Wage Group to which s/he is demoted. In the event an employee makes a voluntary move in the same or to a lower Labor Grade to a job s/he has previously held in the past six months, s/he shall be returned to the same position previously held in the Labor Grade.

**56. Section 6. Rate of Pay on Temporary Transfer.** Employees transferred on a temporary basis under the provisions of ARTICLE XV, Paragraph 69, Section 5, shall continue to receive their current rate of pay.

**57. Section 7. Rate of Pay While Training.** When a job vacancy cannot be filled by a qualified employee and the COMPANY elects to fill such vacancy through training, the employees selected for training shall be trained on COMPANY time at their existing rates of pay, in their existing classifications, during the training period.

**58. Section 8. Equal Pay for Men and Women on Same Job.** There shall be no distinction between the rate of pay of men and women for the same job.

**59. Section 9. New Classifications.** The COMPANY shall, in the first instance, classify in the Wage Group which it deems proper any new job or any job with respect to which there has been a change in methods, materials or operations. The UNION or any employee may present to the Labor Relations Board within thirty (30) calendar

days from the COMPANY'S announced classification of such new or changed job, any objection to such classification made by the COMPANY. Disposition of any matters relating to such classification shall be in accordance with the procedure set forth in ARTICLE VI, Sections 3 and 5. Jobs shall be classified in accordance with this section by use of the present standard procedure for job evaluation.

Communication with customers, vendors, other bargaining unit employees and engineers is considered to be included in every bargaining unit job description.

Training duties (on-the-job, classroom, and team) are not exclusively confined to any job classification.

Once a team has developed its charter, its leader has been chosen, and the membership of the team is defined so that the job classification of each team member is known, the team may determine areas of overlap of job descriptions of members on that team.

Disagreements regarding overlap of job duties within teams will be presented to the appropriate UNION team dispute resolution committee (CS or GS) for resolution.

**60. Section 10. Correction of Mistakes.** In the event that it is determined that an employee has been doing work which shall be properly classified in a higher wage bracket for an indeterminate length of time, the reasonable length of time for filing an adjustment request thereunder shall be considered sixty (60) working days. The COMPANY'S liability for retroactive pay shall not exceed the sixty (60) working days immediately prior to the date of filing the adjustment request. Retroactive pay shall be calculated on the basis that there will be no subtraction of temporary transfers from the calculation.

**61. Section 11. Changes in Rate of Pay.** A pay period is defined as including the days of an employee's regularly scheduled work week plus the preceding Saturday and Sunday or the preceding 6th and 7th day. Any change in pay of an employee shall be effective the first day of the pay period following such change in the employee's pay rate unless the change in pay rate is effective on the first day of the pay period in which case the new rate will be effective immediately.

## ARTICLE XIV

### HEALTH CARE BENEFITS AND INSURANCES

**62. Section 1. Coverage's.** During the term of the agreement, the following health care benefits and insurance provisions of this ARTICLE XIV shall be effective. The negotiated benefit levels, terms, and conditions of the coverages will continue to be made available during the term of the agreement, either through the present carrier/administrator or through some other reputable carrier/administrator with whom the COMPANY may decide in the future, with UNION concurrence.

#### **(a) Health Care Benefits.**

*(See Letter of Understanding on Pages 77-79)*

1. The COMPANY agrees to make available to all employees the medical plans of EPO, PPO or Catastrophic. Employee monthly contribution for the EPO or PPO plan elections (Catastrophic plan is no charge) will be:

<u>Calendar Year</u>	<u>Single</u>	<u>2- Party</u>	<u>Family</u>
2004	\$19	\$24	\$34
2005	\$22	\$32	\$48
2006	\$27	\$41	\$64
2007	\$39	\$58	\$90
2008	\$52	\$77	\$117

2. Employees who wish to cover certain dependents under the medical plan will be assessed a \$35 monthly surcharge (\$75 for employees whose annual base earnings exceed \$50,000). Only one surcharge will apply, regardless of the number of dependents covered. This surcharge applies if, and only if, all of the following conditions exist:

- i. (a) The employee's spouse or dependent is employed or retired and that employer offers coverage for that spouse or employed dependent, or (b) if the spouse's employer offers coverage for the Rockwell employee's dependents.
- ii. The "birthday rule" states that the spouse whose birthday falls first in the year provides "primary" coverage to dependent children, unless there is an applicable legal order in place. You will only pay the surcharge for dependent children if your

spouse's plan is primary as determined by the birthday rule, your spouse did not enroll your children in that plan, and you want to cover those children under your Rockwell plan.

iii. The spouse or employed dependent does not enroll in or apply for available coverage on himself/herself, or the spouse does not enroll in or apply for available coverage on dependents who would be considered to have primary coverage under the spouse's employer's plan.

iv. The employee insures the spouse or dependent under the Rockwell medical plan.

3. Effective January 1, 2005, the monthly contribution will be increased by 25% if any employee or a member of his/her household uses tobacco. Must be tobacco free for six (6) months to avoid additional premium.

4. Effective January 1, 2004, the standard Dental Plan benefits will be available as an option to any employee and covered dependents after the date of hire for the monthly contribution of:

<b><u>Effective Date</u></b>	<b><u>Single</u></b>	<b><u>2-Party</u></b>	<b><u>Family</u></b>
01/01/04 - 12/31/05	\$3	\$4	\$7
01/01/06 - 12/31/08	\$6	\$9	\$14

**(b) Employee Group Life Insurance Program.** After one (1) year of service, the COMPANY will provide coverage in accordance with the following negotiated schedule and terms of the presently existing group policy:

The Company-paid life insurance and AD&D will equal two times annual base wages (rounded up to the next highest thousand dollars) but not less than \$40,000.

Employees with less than one (1) year of service may purchase the above life and AD&D insurances by paying the cost themselves. Eligible employees may purchase Additional Life insurance in increments of \$5,000, up to a maximum additional purchase of \$60,000.

**(c) Dependent Life Insurance.** Employees may purchase Life insurance for covered dependents in amounts of \$10,000 or \$15,000. A \$7,500 policy currently in effect may be continued, but is no longer an enrollment option.



**(d) Group Universal Life Insurance.** Group universal life insurance is available for purchase up to eight times base straight-time wage adopting the Aetna plan type.

If the employee leaves the Company, this insurance may be continued, but the cost varies with the age of the employee. The employee also has the option to convert the insurance upon retirement, with spousal coverage at the equivalent of one, two, or three times the employee's annual base pay to a maximum of \$100,000, subject to medical approval and \$50,000 guaranteed issue.

**(e) Weekly Accident and Sickness (A&S) benefits** will be calculated at 66 2/3 percent of weekly straight-time earnings including shift premium, if applicable, for a maximum of 26 weeks. A&S will be provided at no cost after one (1) year of service. Employees with less than one (1) year of service may purchase A&S coverage by paying the cost themselves.

**(f) Long-Term Disability Insurance Program.** Employees may receive 60% Long-Term Disability insurance coverage (\$200 minimum payment) by paying the \$.54 per \$100 of coverage cost themselves.

**(g) Flexible Spending Account.** Subject to Federal regulatory requirements, the COMPANY will make available to eligible employees the negotiated Flexible Spending Account program.

**(h) Vision Plan.** Employees and dependents who are enrolled in any medical plan will be covered by the vision plan.

**63. Section 2. Additional Coverage Available.** (a) **Life Insurance for Retired Employees.** Employees who retire and are eligible to receive a pension annuity under the Collins Radio Retirement Plan for Production Employees will be provided \$10,000 life insurance coverage. The premiums for this coverage will be paid by the COMPANY.

**(b) Employees with ten (10) years of service or over who retire at age 55 or over will be given the right to carry medical insurance applicable to active employees at the following monthly contribution rates during the period of this agreement:**

<u>Calendar Year</u>	<u>Single</u>	<u>Family</u>
2004	\$50	\$100
2005	\$63	\$125
2006	\$75	\$150
2007	\$87	\$175
2008	\$100	\$200

Employees who retire under this agreement will be granted the surviving spouse retiree medical benefit. At the conclusion of each agreement, these retirees will be enrolled in the Rockwell Collins Retiree Plan offered by the COMPANY at that time, and will be subject to subsequent changes to that plan.

(c) Employees on layoff status will be given the right to continue to carry Basic Life, Accidental Death and Dismemberment, Dental, and Medical coverages at the group rates, but they must pay their own and/or dependent's premiums. It is understood the COMPANY'S liability for medical insurance is for a period of 12 months from the time of layoff. This right must be exercised by the employee by personally contacting the weekly payroll office to make the necessary arrangements within five (5) working days after the date of layoff. If an employee does not exercise this right within five (5) working days or an employee does, but payment of such premiums is not received by the COMPANY on or before the twenty-fifth (25) day of the preceding month, then coverage will be canceled automatically and cannot be reinstated until the employee returns to work.

(d) Employees on layoff status will continue pension accrual for the first twenty-four (24) months.

**64. Section 3. Payment of Premiums.** (a) The COMPANY shall pay premiums for an employee's individual and dependent coverage for medical benefits while the employee is on sick leave/worker's compensation not to exceed a total of two (2) years upon presentation by the employee of satisfactory evidence of his/her continued disability.

(b) The COMPANY shall pay premiums for the employee's Basic Life insurance and AD&D while the employee is on sick leave, providing the employee has one or more years of service. An employee on sick leave with less than one year of service may

continue his/her Basic Life insurance coverage by paying premiums directly to the COMPANY. An employee on sick leave may continue his/her Additional Life insurance coverage by paying the premiums directly to the COMPANY. (See Letter of Understanding on page 81.)

(c) The COMPANY shall pay premiums for the employee's Group Dental coverage for a maximum of thirty (30) days while the employee is on sick leave. After thirty (30) days the employee must pay his/her own premium directly to the COMPANY.

## **ARTICLE XV**

### **SENIORITY**

**65. Section 1. Seniority Time.** Seniority means the period of time an employee has been employed by the COMPANY in any type of employment covered by this agreement, and shall date from the first day of such employment, and accumulate unless terminated as provided in Section 14 hereof. A new employee shall be without seniority and shall be subject to discharge without cause until s/he has completed a probationary period of four (4) calendar months. When two (2) or more employees are hired on the same date, the employee with the lowest personnel number will have the most seniority.

**66. Section 2. (a) Seniority List.** The COMPANY shall keep posted on the Job Posting Boards, a list of all employees showing their seniority, which list shall be revised at least semi-annually to reflect changes therein.

**(b) List of Active Postings.** The COMPANY shall post weekly on the job posting board a list of all active postings.

**67. Section 3. Seniority Rights.** Seniority shall govern in case of layoffs, promotions, demotions, horizontal transfers, recalls, and shift assignments. However, no employee shall by reason of seniority be entitled to any job for which s/he is not "qualified" nor shall any employee be entitled to replace a particular employee in a particular assignment.

**(a) Horizontal Moves and Down bids.** An employee who voluntarily transfers to a job classification in the same or lower Labor Grade, or changes shifts, shall not be eligible to voluntarily accept another job, or change shifts, or bid to an opening in a different building area (see Letter of Understanding on page 86.), for a period of four (4) months unless upgraded to a job in a higher Labor Grade than the job vacated or when bidding to their former classification as covered in ARTICLE XV Section 3(d). The four (4) month freeze is not reduced by the subsequent upgrade. A subsequent involuntary displacement (bump) to a different classification will cancel this freeze restriction.

**(b) Bidding to Same Classification, Same Shift, and Same/Different Complex.** An employee shall be eligible to bid on an opening for the same job classification s/he is currently holding, on the same shift, under the following rules:

1. An employee shall be entitled to bid on an opening in the same or different complex North/South (excluding their current section/organizational unit) and make one (1) such transfer per year. The year will be figured from the effective date of such transfer to the same date one (1) calendar year later.

2. A subsequent involuntary displacement (bump) to a different classification will cancel the freeze period.

All complexes and buildings are assigned to either North Complex or South Complex as follows:

**North Complex** – Buildings – 105, 106, 107, 108, 109, 110, 111, 112, 113, 117, 118, 119, 120, 121, 122, 123, 124, 125 Complex, 126, 127 Complex, 133, 134 Complex, 153, 154, 167, 171, 172, 175, 178, 191 Complex, 192 and Airport Complex.

**South Complex** – Buildings – 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 165, 166 and 179.

Any additional buildings will be decided upon by Labor Relations and the Business Manager of the Union or his/her designee.

3. The COMPANY reserves the right to reassign employees in any classification between the North and South Complexes, subject to the following. It is understood that permanent section/organizational unit reassignments, of employees between these complexes will be accomplished in the following manner: Qualified volunteers within the section/organizational unit will first be assigned in order of most senior. If there are insufficient volunteers, the least senior qualified employees in the section/organizational unit will be reassigned, provided they have less than twenty (20) years of seniority. An employee with twenty (20) years of seniority who is scheduled to be reassigned to another complex has the option of either accepting the transfer or replacing the least senior employee in the classification and shift in the complex in which s/he is working. For section/organizational unit reassignments between complexes other than North and South, each will be determined on a case-by-case basis with concurrence from the Union Office.

4. Any employee exercising such privilege as outlined in (b) 1 above who may later be involuntarily transferred back as in (b) 2 above, will be allowed to bid again as in (b) 1 above.

**(c) Bidding on Vacancies Within the Employees Own Work Cell/Workgroup.** An employee within a work cell/workgroup will be allowed to bid on an open vacancy within their work cell/workgroup when:

- There is a need to increase the staffing level within the work cell/workgroup.
- An open position remains within the work cell/workgroup after an employee voluntarily leaves.

An employee within the work cell/workgroup will be allowed to fill the vacancy before it may be filled by reassignment from outside the work cell/workgroup or be posted when the following rules are met:

- The vacancy will be filled by seniority.
- Only one person within the work cell/workgroup presently in the job classification will be moved per vacancy.
- The secondary vacancy will be filled by employee reassignment or posting.
- Employees on leave or vacation more than two (2) working days will not delay the process of filling the open vacancy.

The UNION recognizes that there may be cases where this will not be practical due to special circumstances identified by the management, such as specific skill requirements or business conditions. Furthermore, it is not the intent of the parties that the COMPANY make multiple moves on a single excess in order to address employee interests.

If an employee movement is perceived to be done in error, the PARTNERSHIP will discuss the issue with the concerned employee(s) in an attempt to understand and resolve the concern.

**(d) Bidding to Former Classification.** No employee shall be eligible to bid to his/her former classification after accepting a bid for an upgrade, for a minimum of four (4) calendar months with these exceptions:

1. The opening is for a different shift than that which the employee left.
2. The employee is displaced from the position bid.

**(e) Bumping Rights.** No employee shall displace another employee by reason of seniority unless s/he has been laid-off, demoted or displaced from his/her job or shift. Such an employee shall be entitled to exercise his/her seniority and qualifications to bump the least senior employee in any job classification on any shift and shall be entitled to displace another employee in a higher Labor Grade only if s/he has previously qualified and is currently qualified for the job. They may elect to take a voluntary layoff. Employees can only go to layoff during the months of July, August, September, January, February and March.

The months of April, May, June, October, November and December are guaranteed employment periods.

Should a product line or process from one complex be transferred to another complex, all employees holding these positions will move with that product line or process to the new complex. Examples of products and processes are defined as, but not limited to:

- F22
- ARC-210
- Displays
- TCAS
- VHF
- POST COAT

From time to time, employees may be offered voluntary layoff. The COMPANY and the UNION will agree on the criteria to be used.

Any employee accepting a voluntary layoff will be allowed to exercise his/her seniority to bump back in anytime after s/he has been on voluntary layoff more than six (6) consecutive months and less than two years, subject to the following conditions:

1. S/he may not bump in during a freeze period.
2. S/he must give at least 30 days written notice.
3. S/he can only bump back in from voluntary layoff once during the term of this agreement.

**(f) Recall Procedure.** An employee with less than two (2) years of service will have recall rights for forty-eight (48) consecutive months. An employee with two (2) years or more of service will have recall rights of seventy-two (72) months. No laid-off employee need to be recalled to a job for which s/he has not, in writing at the time of the layoff, indicated a desire to be recalled. Any laid-off employee, prior to being recalled, may by written notice, change the job or jobs for which s/he desired to be recalled. S/he may also apply at any time, for jobs to outside hire and will be tested along with other applicants for such jobs; if found qualified and offered the job, s/he must accept the job or lose seniority in accordance with ARTICLE XV, Section 14(e).

**(g) Procedure for a Laid-Off Bargaining Unit Employee to Obtain a Non-Bargaining Unit Job.** A laid-off bargaining unit employee may apply to the Employment Office for a non-bargaining unit job. If such laid-off bargaining unit employee is accepted for a non-bargaining unit job, s/he will be removed from laid-off status the same as if s/he had been recalled to a bargaining unit job. Such employee will then be considered as having accepted a job outside of the bargaining unit and shall have the same rights provided other employees in ARTICLE XV, Section 13.

**(h) Temporary Layoffs.** In cases of emergency, employees may be laid-off without regard to seniority for a period of not more than five (5) working days subject to being extended for five (5) additional working days, if necessary, as a result of conditions arising after the initial layoff. Such layoff shall be considered as time worked in computing vacation allowances.

**(i) Transfer of Chief Steward.** A Chief Steward shall have the right to decline transfer to another building as long as other employees are available within his/her classification in the building, provided that no Chief Steward may decline a transfer which results from his/her bidding and qualifying on any job posting nor may s/he decline a transfer which results from layoff, demotion, or displacement from his/her job or shift; however, if s/he is the only employee in his/her classification in the building, s/he may elect to exercise his/her seniority to avoid transfer from the building.

**(j) Transfer of Section/Organizational Unit Steward.** A Section/Organizational Unit Steward shall have the right to decline transfer to another section/organizational unit as long as other employees are available within his/her classification in the section/organizational unit, provided that no steward may decline a transfer which results from his/her bidding and qualifying on any job posting nor may s/he decline a transfer which results from layoff, demotion, or displacement from his/her job or shift.

**68. Section 4. (a) Changing Qualifications and Requirements.** Qualifications and requirements as set forth in the COMPANY'S Code of Jobs are subject to change by the COMPANY.

**(b) Test Revision.** The COMPANY may establish and revise tests and the standards, which an employee must meet in order to be given consideration as a "qualified" employee for a given job. The COMPANY shall immediately notify the UNION of any test revisions or changes in standards which an employee must meet in order to be given consideration as a "qualified" employee for a given job.

**(c) Test Freeze.** An employee who fails five (5) tests in a year as a result of job bids will be restricted from further testing that year. Any refusal of a bid test offered will count as a failure. Test failures on a directly related position within a family group or failures due to job



displacements will be exempt from this restriction. An employee who fails a test will not be eligible to retest for a minimum of two (2) months.

**(d) Employees Who Fail Test.** When an employee fails to pass a section of a written test (Job Test Requirement) but comes within 10% or a minimum of one question of a passing score, s/he will be allowed to see a new copy of the test and the test examiner will advise the employee which question(s) s/he missed.

When an employee fails to pass a section of a practical test (Job Test Requirement) but comes within 10% or a minimum of one error of a passing score, s/he will be allowed to see the errors s/he missed.

An employee who wishes to see his/her test and qualifies to do so shall ask to see his/her test immediately after learning the results. In no case will s/he be allowed to see his/her test if s/he does not ask to do so within 24 hours, excluding weekends and Holidays, of being informed of the results.

**(e) Training Qualification Tests.** All preliminary qualification tests for training are to be considered separately from any regular tests an employee may have taken and failed.

**(f) Testing and Disqualification.** An employee who has been disqualified or voluntarily disqualifies for a two (2) year period from a specific job classification and bids on the job at a later date, shall be required to retest for it. An employee who has been permanently disqualified from a job or a group of jobs will not be allowed to retest unless such permanent disqualification is mutually agreed to be removed by the parties of this agreement. Employees who have medical disqualifications do not have to retest when such medical disqualification is removed if they have previously passed such test for a specific job classification. Medical disqualifications are not subject to the 2-year disqualification period referred to above.

**(g) Testing for New Employees.** New employees will be required to pass the same screening test as regular employees.

**69. Section 5. (a) Temporary Transfers.** An employee may be temporarily transferred from the employee's job classification to a

different job classification on the same shift (and between complexes with concurrence of the Chief Steward) to temporarily perform a type of work not in his/her regular job classification for not more than twenty (20) working days in a sixty (60) working day period subject to extension in writing\*, with the consent of the Chief Steward and the verbal consent of the employee involved. An employee may be reassigned to another shift for twenty (20) working days with the consent of the employee involved subject to extension in writing\*, with the consent of the Chief Steward and the employee involved. Temporary transfers will be recorded in the overtime records in both sections/organizational units, by the PARTNERSHIP and a copy of the extension sent to the UNION office.

An employee may be reassigned to a non-existing shift for not more than twenty (20) working days in a sixty (60) working day period with the consent of the employee involved for training purposes, subject to extension in writing\*, with the consent of the Chief Steward and the verbal consent of the employee involved. Training purposes are defined as follows:

1. An employee training another employee.
2. An employee receiving training.
3. An employee receiving internal training at Rockwell Collins.

Both parties agree that the administration and tracking of temporary transfers will be administered through the PARTNERSHIP.

\*Twenty (20) working days or more if time period is known.

**(b) Farm-Outs.** An employee may be farmed-out within the employees current job classification on the same shift either within the complex or between complexes with the following understanding:

- All farm-outs will be tracked by the PARTNERSHIP or their designee.
- All farm-out's greater than one (1) working day will be recorded in the overtime records of both sections/organizational units.

It is understood when a farm-out moves an employee between complexes:

1. The employee will receive notification on the prior day (by noon/day shift and 8:00 p.m./night shift).
2. The employee will have the right to decline the farm-out if prior day notice is not given.
3. The COMPANY will provide shuttle service if requested by the employee.

The PARTNERSHIP agrees that farm-out's are not to be used (these areas are not all inclusive):

- For frequent Farm-Outs of the same individual for non-business reasons (i.e., personal reasons)
- As a discipline tool
- In lieu of posting system

**70. Section 6. When Executive, Supervisory and Technical Personnel May Be Placed On Work Within the Coverage of the Contract.** Executive, supervisory, and technical personnel may be placed on work within the coverage of the contract for the purpose of familiarizing themselves with production techniques and equipment, training employees when there is not a job classification covering such training, or extreme emergencies. Absence by reason of temporary layoff of employees normally doing an assignment shall in no case constitute an emergency. Incidental job instruction is not considered training.

**71. Section 7. (a) Posting Procedure For Filling Job Openings.** The COMPANY, in filling any position shall post openings on job posting boards for four (4) working days. Included will be the job code number, title, shift, starting times, the complex (as described in Letter of Understanding attached hereto on page 86), a brief summary of job duties and interest areas for the 195 job classification, (as described in the Letter of Understanding page 87). The selection of qualified employees signing such postings will be in order of seniority. Employees on a non-standard work week will be given an opportunity to sign postings made on their days off.

**(b) Time Limits for Postings.** Each posting will be used to select employees for that specific job classification until the posting is exhausted or for a period of time not to exceed a maximum of two (2)

months from the date the posting was posted on the job posting board. Any position forwarded to Employment Office will be reposted if at the end of three (3) calendar months the job is still available.

**(c) Refusal of Job Postings.** Once a qualified employee is called, s/he will be allowed to refuse a posting. This right is limited to three (3) refusals in any twelve (12) month period. An employee may use his/her three (3) refusals at any time during the twelve (12) month period, but will not be offered more than one position per posting. The right of refusal does not extend the number of test failures as described in Paragraph 68, Section 4 (c).

**(d) Pre-Testing.** The COMPANY may pre-test employees on postings so as to have a ready pool of qualified employees on the posting. An employee once tested cannot have his/her name removed from that posting unless s/he has been placed in a higher Labor Grade position after testing. An employee who refuses or fails an offered test will have his/her name removed from the posting with no option to re-add.

**(e) Effective Date of Transfers.** Employees selected for job openings shall be transferred and physically moved the second Monday following the date of selection. However, when the second Monday falls in the last week of the Assembly Production month, employees in these departments need not be moved until the third Monday. Employees may be moved earlier if agreed to by the employee and the COMPANY.

**(f) Protest Relating To Processing Postings.** No employee's Request for Adjustment shall be based upon the claim that the employee assigned to a job was not "qualified" therefore.

Any Requests for Adjustment based upon a claim that the rules of seniority as herein established have not been correctly applied shall be reduced to writing by the Business Manager of the UNION or his/her designated representative and shall be taken up for adjustment under the Adjustment Procedure, ARTICLE VI, Section 2, starting with the Third Step.

Any action taken by the COMPANY subsequently determined to be

erroneous, on the basis of the seniority provisions of this ARTICLE, shall be corrected, effective as of the date such determination becomes final, under any step of the procedure for settlement of disputes under ARTICLE VI of this agreement.

**72. Section 8. Posting Procedure for Absent Employees.** Absent employees (other than Medical LOA) may protect their job bidding rights by filling out an Absence Form prior to their absence of two (2) days or longer. Employees may indicate by job code/shift/complex their order of preference for job openings that may occur during their absence. Qualified employees will be placed into openings by order of preference. Non-qualified employees will retain their position on the posting, but will be bypassed until they return. Upon returning, the employee will be tested in order of seniority along with those remaining to be tested. An employee in the process of testing will have priority over a returning employee.

**(a) Employees Names Being Removed From Posting Who Have Failed to Complete an Absence Form.** An absent employee who is called to test will remain on the posting for one (1) additional work day. If it is determined the employee will not return within one (1) additional work day from date of call, the employee will be removed from the posting.

**(b) Employees Returning Earlier than Date Designated on Absence Form.** If an employee returns from an absence (other than medical LOA) earlier than originally designated on the Absence Form, s/he must contact Personnel Test upon returning in order to change the originally designated date. If an employee fails to call s/he shall be bypassed until the date originally indicated on the Absence Form.

**(c) Unqualified Employees on Military Leave of Two Weeks or Less or Vacation.** Employees who sign postings prior to going on scheduled military leave of two weeks or less or scheduled vacation, may contact the Personnel Test Department to arrange testing prior to or during such absence. Such employee will be paid only for the time spent taking the test.

**73. Section 9. Missed Posting Procedure for Absent Employees.** When an employee is absent, other than vacation or military leave, s/he may not sign a job posting. Upon returning to

work said employee may request to have his/her name added to any job posting which was posted during his/her absence provided the employee requests to be added to the posting within five (5) working days of his/her return to work. An employee who is in the process of taking a test shall have priority over a returning employee. If the job has been filled by a qualified employee, the returning employee may still have his/her name added to the posting in expectation of additional openings during the period while the posting has not yet expired.

**74. Section 10. Posting Procedure for Laid-Off, Demoted, Displaced Employees.** The COMPANY will add the name of an employee who has been laid-off, demoted, displaced from his/her job or shift, or is returning to the bargaining unit, to postings in order of seniority if requested by the employee. Such an employee may be placed in an existing job vacancy or be absorbed in the job classification s/he elects to bump, provided s/he has seniority over the least senior employee in the job classification.

**75. Section 11. (a) Training to Fill Job Openings.** (See Paragraph 57, Section 7.) If job vacancies cannot be filled with qualified employees, the COMPANY may elect to post Training Postings and train employees for the jobs. Employees selected for training will be ineligible to accept any other jobs during the period of training.

**(b) Training Freeze.** An employee placed in a job for which s/he trains will be ineligible to accept other than directly related jobs in a higher Labor Grade for a period of six (6) months. One (1) shift change with the applicable four (4) month freeze will be permitted within this period of time.

**(c) Freeze for Employees Who Quit or Fail Training.** An employee who has taken training within the previous two years for the same job classification and has failed to qualify or has quit the training assignment of his/her own volition, will not be eligible for training for that job classification or a higher directly related job classification. This does not apply to solder and/or weld certification training. Other alternate methods of training may be initiated as the COMPANY may deem necessary.

**76. Section 12. (a) Filling Jobs with Employees Who Have Not Met Job Qualification Standards.** If no employee meets the standards in effect for the job under consideration, then the COMPANY may place an employee in such job who does not fully meet the standards established by the COMPANY for a "qualified" employee.

**(b) Employees To be Considered When Filling Jobs Who have Not Met Job Qualification Standards.** When filling jobs with employees who have not met existing job qualification standards the following shall be considered:

1. Employee must have signed the current job posting for the job under consideration even though they may be affected by a test waiting period as described in Section 4(c) of this ARTICLE; and
2. Job postings for the same job classification posted during a six (6) month period immediately preceding the posting in (b) 1 above will also be considered.

**77. Section 13. (a) Employees Returning to the Unit of Representation.** Employees selected for positions outside the unit of representation prior to October 11, 1970, or who leave the unit after October 11, 1970, and up to October 11, 1973, shall accrue seniority for an additional two (2) years and will retain, but not accrue seniority thereafter. Employees selected for positions outside the unit of representation after October 11, 1973, will retain, but not accrue seniority thereafter. Employees selected for positions outside the unit of representation after May 15, 1976 shall have their retained seniority reduced by an amount equal to the time they are in a position outside the unit of representation. These employees will forfeit all bargaining unit seniority unless they return to the unit before August 1, 2003.

Such employees who are laid-off or demoted, may return to the unit and will be placed in the same job classifications and shift from which they were selected provided they have sufficient seniority. In case they do not have sufficient seniority to displace present employees in said job classifications, they shall be entitled to displace employees of lesser seniority in other job classifications for which they are "qualified" or can qualify in the same or lower Labor Grade.

(b) Employees selected for positions outside the unit of representation after May 3, 2003 shall have their seniority reduced by an amount equal to the time they are in positions outside the unit of representation. If the employees remain outside the unit of representation for more than twelve (12) months, they will forfeit all bargaining unit seniority. Such employees may return to the unit and will be placed in the same job classifications and shift from which they were selected provided they have sufficient seniority. In case they do not have sufficient seniority to displace present employees in said job classifications, they shall be entitled to displace employees of lesser seniority in other job classifications for which they are "qualified" or can qualify in the same or lower Labor Grade.

**78. Section 14. Termination of Seniority.** An employee shall cease to have seniority and his/her name shall be removed from the Seniority List and his/her employment with the COMPANY will terminate in the event:

(a) S/he is discharged for cause and not reinstated.

(b) S/he quits.

(c) S/he has less than two (2) years of service and is laid-off for a period of forty-eight (48) consecutive months or s/he has two (2) years or more of service and s/he is laid-off for a period of seventy-two (72) consecutive months.

(d) S/he is absent, without a leave of absence granted under ARTICLE XIX, for three (3) continuous regular working days and fails to report for work at the start of the shift on the fourth day or a total of five (5) working days in any one month and fails to report for work at the start of the shift on the day following his/her fifth day of absence or exceeds a leave of absence. When an employee has accepted Saturday and/or Sunday, Saturday and/or Sunday shall be considered working days.

(e) S/he fails to report back to work within three (3) working days after s/he is notified to return to work.

(f) An employee whose irregular attendance results in inefficiency on the job, or causes loss of time or inefficiency of other employees.



An employee's name shall not be removed from the Seniority List and s/he shall not be terminated in the cases specified in (d) and (e) of this Section 14 provided his/her absence from work was on account of actual sickness or accident or other reasons beyond his/her control, and s/he notified the First Aid Section or his/her Supervisor in writing to such effect within seventy-two (72) hours from the time that his/her absence from work began (commencing with the end of the third day in case (e) above) in which case leave of absence will be granted under ARTICLE XIX. If an employee is ill for a period of time, at the COMPANY'S request s/he will furnish a physician's report of his/her condition to the COMPANY to substantiate the necessity for his/her continued absence.

## **ARTICLE XVI**

### **VACATIONS**

**79. Section 1. Vacation Period.** Employees will be given the right to schedule their vacation hours in order of seniority. Vacation hours will first be scheduled for only the hours an employee is eligible for in the current vacation period, based on the schedule in paragraph 110, then any carry over vacation hours will be scheduled in order of seniority. This scheduling procedure will be followed, provided that it does not result in the absence of employees in such numbers as to seriously affect the efficient operation of a section/organizational unit.

**80. Section 2. Vacation Allowances.** (a) Employees employed by the COMPANY for six (6) months but less than one (1) year prior to May 1st of the year under consideration shall receive vacation pay as set out in Section 3 hereof and in accordance with the following schedule: (See schedule in paragraph 110).

Hired on May 2nd through August 1st, inclusive, must have worked 1,400 hours to receive thirty (30) hours of vacation pay or must have worked 1,000 hours to receive twenty (20) hours of vacation pay.

Hired on August 2nd through November 1st inclusive, must have worked 1,000 hours to receive twenty (20) hours of vacation pay.

(b) Employees employed by the COMPANY for one (1) year but less than five (5) years prior to May 1st of the year under

consideration and who have worked 800 hours during the year preceding May 1st shall receive forty (40) hours of vacation pay as set out in Section 3 thereof, and if they have worked 1,500 hours during the year preceding May 1st, shall receive eighty (80) hours of vacation pay as set out in Section 3 thereof.

(c) Employees employed by the COMPANY for five (5) years but less than fifteen (15) years prior to May 1st of the year under consideration and who have worked 800 hours during the year preceding May 1st shall receive forty (40) hours of vacation pay as set out in Section 3 thereof; if they have worked 1,200 hours during the year preceding May 1st shall receive eighty (80) hours of vacation pay as set out in Section 3 thereof; and if they have worked 1,500 hours during the year preceding May 1st, shall receive one hundred twenty (120) hours of vacation pay as set out in Section 3 thereof.

(d) Employees employed by the COMPANY for fifteen (15) years but less than twenty (20) years prior to May 1st of the year under consideration and who have worked 800 hours during the year preceding May 1st shall receive eighty (80) hours of vacation pay as set out in Section 3 thereof; if they have worked 1,200 hours during the year preceding May 1st shall receive one hundred twenty (120) hours of vacation pay as set out in Section 3 thereof; and if they have worked 1,500 hours during the year preceding May 1st, they shall receive one hundred sixty (160) hours of vacation pay as set out in Section 3 thereof.

(e) Employees employed by the COMPANY for twenty (20) years or more prior to May 1st of the year under consideration and who have worked 800 hours during the year preceding May 1st shall receive one hundred twenty (120) hours of vacation pay as set out in Section 3 thereof; and if they have worked 1,200 hours during the year preceding May 1st, they shall receive one hundred sixty (160) hours of vacation pay as set out in Section 3 thereof; and if they have worked 1,500 hours during the year preceding May 1st, they shall receive two hundred (200) hours of vacation pay as set out in Section 3 thereof.

(f) Unused vacation hours will be carried over to the next vacation period. The maximum total eligible hours in any one vacation period will be limited to the combined number of hours eligible in the

previous and present vacation periods, minus any carry-over hours. An employee must have worked at least one hour during the previous vacation period to be eligible to carry-over unused vacation hours.

**81. Section 3. Vacation Pay.** Vacation pay shall be figured at the higher of the regular hourly rate of wages (including Shift Premium) of the employee as of the last pay date in April or the first pay date of May. Vacation payments shall be made the third (3rd) Friday in May, following commencement of the vacation period. The vacation period shall be defined as May 1st to May 1st. At the employee's option, s/he may choose to delay vacation pay until vacation is taken, either by receiving the full amount immediately before vacation is first used or by receiving pay as vacation is taken. Payroll must receive written notification from the employee in the preceding week in order to make payment. In any one week, employees will be paid a minimum of four (4) hours vacation time taken. Earned vacation pay not received during the vacation year will be paid to the employee at the end of the vacation year. In computing hours worked for the vacation schedule, the following shall be included: earned vacation, holidays, industrial accident, temporary layoff, jury duty, hours worked, and temporary union business leave up to forty (40) hours. All working hours lost by the Union Negotiating Committee spent negotiating with the COMPANY, plus additional hours spent by the Union Negotiating Committee with the Business Manager equal to the amount of "lost working" time spent with the COMPANY in negotiations will be considered as temporary union business leave. The negotiating time will be in addition to the forty (40) hours.

**82. Section 4. (a) No Splitting of Vacation - Preferences - Notice.** No employee shall be compelled to split up his/her vacation period. However, employees may use their vacation allowance in one (1) hour increments upon prior notification and approval to their immediate supervisor. Vacation must be requested and approved by supervision by the end of the employee's previous day's work shift. If vacations are allowed at different times, employees having the highest seniority status in their respective workcell/workgroup shall be given preference in the assignment of vacation periods insofar as the same can be done without unbalancing section/organizational unit activity and all provisions of Paragraph 79 Section I are followed. All employees shall be notified of their respective vacation periods at least (2) weeks in advance.

**(b) Contiguous Pre-Approved Vacation That Include Carry-Over Vacation Hours.** An employee that has an approved contiguous vacation that exceeds their present vacation period's eligible hours and moves to a different section/organizational unit prior to the use of that vacation, will be subject to the following:

1. If the move is due to an involuntary transfer, such as a bump or OC (section/organizational unit change), the employee will be allowed to take their vacation as scheduled, unless it causes extreme hardship on the receiving section/organizational unit. In that case, the COMPANY and Union Business Agent will review the situation on a case-by-case basis for approval or disapproval at the time of the transfer.
2. If the move is due to a voluntary transfer, such as a bid, the employee will be subject to reapproval by the receiving section's/organizational unit's team, where an active one is in place, or Supervisor if there is no active team, prior to the placement of the employee in the section/organizational unit.

**83. Section 5.** Employees who are called back from layoff or return from an approved leave of absence shall be eligible for the maximum amount of vacation time off as shown in the schedule in paragraph 110 based on the employee's hire date, regardless of how many hours were worked.

**84. Section 6. Employees Quitting Prior to May 1st.** Employees with less than five (5) years of seniority who resign or who are discharged for cause prior to May 1st of year under consideration will not be entitled to vacation or vacation pay. Employees with five (5) years or more of seniority will be paid pro-rata vacation pay upon resignation. Employees who retire and are eligible to receive a pension annuity under the Collins Radio Retirement Plan for Production Employees will be eligible for pro-rata vacation payments.

**85. Section 7. Holiday during Vacation Period.** Should a Holiday fall in the earned vacation period of an employee, such employee should be paid for the Holiday and at his/her request, be granted additional vacation time off to which s/he is entitled.

## **ARTICLE XVII**

### **RETIREMENT AND SAVINGS PLAN**

**86.** (a) All employees covered by this agreement shall be included in the Collins Radio Retirement Plan for Production Employees. During the term of this agreement, no changes may be made in the existing "Collins Radio Retirement Plan for Production Employees" that would reduce or diminish the benefits or privileges provided employees under this agreement without consent of the UNION.

The COMPANY will provide to prospective retirees, a flier detailing the changes in the insurance coverage, which takes place when an employee retires.

(b) Participation in the Rockwell Savings Plan is completely voluntary. If you are hired before January 1, 1996 you must be an Eligible Employee to participate in the Plan. If you are an Eligible Employee, and you were hired after December 31, 1995, and have completed at least 52 weeks employment with the COMPANY, you may elect to participate in the Plan.

## **ARTICLE XVIII**

### **MILITARY SERVICE**

**87.** Any regular employee of the COMPANY who is inducted into the service of the United States Government and who by reason of such service is entitled under the law to be regarded as a "furloughed" or "leave of absence" employee of the COMPANY, shall upon his/her discharge and his/her receipt of a certificate of the satisfactory completion of his/her services and training issued pursuant to any such law, be accorded all rights, preferences, and privileges accorded to such employees under any such law. The COMPANY shall be entitled to rely upon any rulings or interpretations of the Selective Service System relating to the rights of service veteran employees, and any employee adversely affected by the action of the COMPANY in following any such ruling or interpretation shall have no claim against the COMPANY by reason thereof, but if the COMPANY shall hereafter take any action in reliance upon any such ruling or interpretation which is subsequently finally determined to be

erroneous, it shall make adjustments to conform to such determination as of the date thereof.

**88.** Any regular employee of the COMPANY who is an honorably discharged veteran of the Armed Forces may, in case of a future war involving the United States, enlist at any time, and upon completion of his/her service, be entitled to all benefits and privileges as provided in this ARTICLE and any future legislation passed by the United States Government.

**89.** Any regular employee of the COMPANY who is an honorably discharged veteran of the Armed Forces and who has established with the Veterans Administration a service related disability as a disabled veteran and who is required to have periodic physical examinations, shall be allowed time off with pay for such examinations not to exceed two (2) days per year upon presentation to the COMPANY of evidence of his/her requirement to be away from work on regular scheduled work days for such examinations.

## **ARTICLE XIX**

### **LEAVES OF ABSENCE, ILLNESS AND ACCIDENTS**

**90. Section 1. Leaves For Good Cause.** Employees may be granted leaves of absence for good cause shown upon written application therefore to their immediate Supervisor. Such leaves shall not exceed fifteen (15) days in the first instance and may be extended upon a similar application for a period or periods aggregating not more than one hundred fifty (150) days additional. No leave of absence shall be granted for the purpose of looking for a new job or other similar reason and any industrial employment without sanction by the COMPANY during any leave of absence shall automatically cause a forfeiture of seniority rights.

**91. Section 2. Sick Leave.** An employee detained from work on account of sickness shall notify, if possible, his/her immediate Supervisor prior to the time s/he would otherwise be required to report for duty, indicating the anticipated length of absence. If the absence exceeds three days, on the fourth (4th) day and thereafter, the

employee is responsible for contacting Nursing Service and upon his/her application accompanied by satisfactory evidence of his/her disability for work shall be granted sick leave not to exceed ninety (90) days. Such sick leave may be extended not to exceed a total of two (2) years upon presentation by the employee of satisfactory evidence of his/her continued disability. However, sick leave may not be used as a subterfuge for accepting other employment with the intent of maintaining plant seniority.

**92. Section 3. Disability From Injury.** (a) Any employee who suffers a temporary disability as a result of an injury arising out of and in the course of his/her employment and for which s/he receives compensation under the Workers' Compensation Law, shall, for a period not exceeding twenty (20) weeks of disability, be paid a supplemental payment. The amount of this payment will be such that the sum of worker's compensation and supplemental payment (less deductions for taxes) will be equal to the net pay to which s/he would have been entitled during the period of his/her disability. The net pay will be computed on the basis of forty (40) hours per week at the average rate per hour such employee was receiving during the four (4) weeks immediately prior to the time of injury. If such injury results in a temporary disability otherwise compensable under the Worker's Compensation Law except for the fact that such disability is for a period of less than four (4) days, then such employee shall be paid for the full period of disability resulting from such injury and upon his/her recovery shall be returned to his/her former work if physically qualified and entitled thereto by reason of his/her seniority.

(b) Any employee who suffers a permanent disability as a result of an injury arising out of and in the course of his/her employment and for which s/he receives compensation under the Workers' Compensation Law, shall, for the period s/he is actually disabled from performing the regular duties of his/her employment but not exceeding twenty (20) weeks, receive a supplemental payment. The amount of this payment will be such that the employee's net sum of worker's compensation and supplemental payment (less deductions for taxes) will be equal to the net pay to which s/he would have been entitled during the period of his/her disability, computed on the basis of forty (40) hours per week at the average rate per hour such employee was receiving during the four (4) weeks immediately prior to the time of injury.

(c) No compensation additional to that provided under the Worker's Compensation Law will be payable in case of death.

(d) The COMPANY shall pay said differential noted in subsection (a) or (b) above on a current (weekly) basis.

(e) Should Worker's Compensation become taxable income, the amount of supplemental payment in (a) or (b) above shall be the difference between the amount received by the employee under the Worker's Compensation Law and the amount to which s/he would have been entitled during the period of his/her disability, computed on the basis of forty (40) hours per week at the average rate per hour such employee was receiving during the four (4) weeks immediately prior to the time of injury.

**93. Section 4. Leaves of Absence for UNION Business.** Any employee of the COMPANY who may be elected or appointed to office in the UNION requiring him/her to absent him/herself from duty with the COMPANY shall be granted a leave of absence not exceeding three (3) years and at the expiration of his/her term of office, such employee shall be reinstated with full seniority but not more than ten (10) such employees shall be absent on leave at the same time. Such leave shall be renewable during term of such office. Any employee of the COMPANY who may be elected or appointed to Governmental office requiring him/her to absent him/herself from duty with the COMPANY shall be granted a leave of absence not exceeding one (1) term of office and at the expiration of his/her term of office such employee shall be reinstated with full seniority but not more than two (2) such employees shall be absent on leave at the same time.

Such leave may be renewable by mutual agreement. Employees of the COMPANY who may be called upon to transact business for the UNION requiring their temporary absence from duty with the COMPANY shall, upon application of at least twenty-four (24) hours notice to the COMPANY, be granted a leave to transact such business provided their absence does not seriously affect the operation of a section/organizational unit and that not more than twenty (20) employees shall be absent on such leave at the same time. A total of not more than twenty-five (25) employees shall be granted such leave



to attend a State Federation of Labor and/or the I.B.E.W. International Convention. Consistent with the numerical constraint on temporary UNION business leaves, noted above, the COMPANY shall not deny a request for temporary UNION business leave on the basis of a serious adverse affect on the operation of a section/organizational unit so long as said request does not exceed more than (1) employee from a section/organizational unit.

**94. Section 5. (a) Leaves of Absence for Military Training or Emergency Duty.** Any employee who is a member of the Armed Forces of the United States and whose temporary absence from work is required for training or emergency duty shall be granted a leave of absence for the duration of such training or emergency duty.

(b) Differential pay for not more than ten (10) working days in a calendar year for Temporary Military Service. Requires official statement of pay and allowances received from Government. Employees will be eligible for the salaried employee Military Service Leave of Absence (RC-HRS-P-006, 5.1-5.5) and will track any subsequent changes in the policy, where not in conflict with this agreement.

**95. Section 6. (a) Jury Duty.** In the event an employee is required to render service as a juror s/he will continue receiving his/her pay up to eight (8) hours per day and forty (40) hours per week, however, the employee must submit to his/her Supervisor within seven (7) calendar days after completion of his/her service as a juror, a written affidavit from the Clerk of Court indicating the time, and number of days/weeks served. An employee shall not be required to report for work on the day shift if the employee is to report for jury duty that morning. If s/he is released by 12:00 noon, s/he will be required to report for the balance of his/her shift. An employee on the evening or morning shift shall not be required to report to work if that employee has been serving on jury duty throughout the day. However, if s/he is released by 12:00 noon, s/he would be required to work his/her full shift. An employee on the morning shift shall not be required to report to work on the day s/he is expected to report for jury duty.

(b) **Court Subpoena.** Absences required due to court subpoena will be coded as unpaid temporary layoff provided proper

documentation is provided to the COMPANY and the subpoena is not connected with employment outside this agreement.

**96. Section 7. Funeral Leave.** When a death occurs in the immediate family of an employee, such employee shall be entitled to time off from work at the time of the funeral or at the time of notification of death. The time off will consist of:

Five (5) consecutive working days of funeral leave with pay based on eight (8) hours of straight time per day following the death of the employee's husband, wife, son, daughter, stepchild (who permanently resided with the employee), mother or father.

Three (3) consecutive working days of funeral leave with pay based on eight (8) hours of straight time per day following the death of the employee's sister, brother, grandmother, grandfather, granddaughter, grandson, mother-in-law, father-in-law, daughter-in-law, son-in-law, great grandparents and great grandchildren.

One (1) working day of funeral leave with pay based on eight (8) hours of straight time following the death of all brother/sister-in-laws. Where travel is required for the funeral, the employee will be permitted unpaid time off without the time counting against absenteeism.

In extenuating circumstances warrant, the days off can be nonconsecutive with the consent of Labor Relations and the Union Office.

**97. Section 8. Termination Pay.** If an employee who has ten or more years of seniority and is age 55 or older retires with the consent of the COMPANY, s/he will be entitled to a benefit equal to ten weeks pay, less the amount (if any) s/he is entitled to receive for the first year of his/her retirement under the Collins Radio Retirement Plan for Production Employees. The week's pay shall be computed at 40 times his/her actual basic hourly rate at the time of his/her termination. Employees discharged for just cause under the contract shall not be entitled to such termination pay benefit.

**98. Section 9. Education Leave.** Employees may be granted educational leaves of absence upon written application therefore to their immediate Supervisor for up to one (1) year for the purpose of attending school providing the area of study is expected to be useful in the continued employment with the COMPANY. Such leaves may

be extended for a period or periods not to exceed one (1) additional year. Such leave must be approved by the Division Head and the Director of Industrial Relations.

## **ARTICLE XX**

### **GENERAL PROVISIONS**

**99. Section 1. Notice.** Whenever notice is to be given under the terms of this agreement, it shall be in writing. In case of notice to employees, notices shall be sent by mail or personal messenger. Notices sent by mail directed to the employee at the address appearing on the records of the Personnel Office of the COMPANY (except in case of employees who are laid-off, when such notice shall be sent to the employee's last known address furnished to the COMPANY by the employee in writing) shall be deemed to have been given at the time of the posting thereof. Notice to the UNION shall be addressed to the UNION office and notices to the COMPANY shall be addressed to the COMPANY plant located in Cedar Rapids, Iowa.

**100. Section 2. Employees.** All references to employees in this agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

**101. Section 3. Contract Period.** The "Contract Period" referred to in this agreement describes the period commencing May 3, 2003 and terminating midnight May 2, 2008.

**102. Section 4. Joint Meetings.** To render this agreement more effective, the parties hereto agree that there shall be a meeting between the representatives of the COMPANY and the UNION, whenever such meetings shall be necessary for the basic purpose of promoting amicable relationship between the COMPANY and the UNION.

**103. Section 5. Interpretations.** Any interpretation of the agreement, or of the application thereof, voluntarily agreed to, reduced to writing, and signed by the UNION and COMPANY members of the Labor Relations Board shall be binding upon the COMPANY and the UNION and any employee affected thereby.

**104. Section 6. Modifications and Amendments.** Any modification or amendment of the agreement, voluntarily agreed to and reduced to writing, signed by responsible officers of the COMPANY, approved by the UNION, and signed by responsible officers of the UNION shall be binding on both the COMPANY and the UNION and any employee affected thereby.

**105. Section 7. Individual Rights.** This agreement is not intended to deny to any individual employee any rights which s/he may have under any Federal or State Law notwithstanding the failure of this agreement to express such individual rights the same shall be deemed additional hereto and the provisions hereof shall be interpreted consistently therewith. Should any provisions thereof be in violation of such law the invalidity thereof shall not offset any other provisions of this contract.

**106. Disciplinary Records.** An interview of a disciplinary nature on a given charge will be removed from an employee's file after a period of five (5) years, so long as there is no recurrence of disciplinary action on that charge during the period.

## **ARTICLE XXI**

### **TERMINATION, RENEWAL, AND EFFECTIVE DATE**

**107.** This agreement, when signed by the proper officials of the COMPANY and the UNION, shall become effective as of May 3, 2003, except as to ARTICLE XIII, which is to be effective on the date specified therein, and shall continue in full force and effect until midnight May 2, 2008 and from year to year thereafter unless written notice is given by either party hereto to the other on or before sixty (60) days prior to the expiration date, requesting that the agreement be terminated, or either party shall give to the other on or before sixty (60) days prior to such expiration notice of a proposed amendment to this agreement and its desire to negotiate with the other concerning the terms thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this 3rd day of May, 2003.

**ROCKWELL COLLINS, INC.**

By \_\_\_\_\_

C. M. Jones,  
Chairman, President & CEO

By \_\_\_\_\_

R. W. Kirchenbauer,  
Sr. Vice President, Human Resources

By \_\_\_\_\_

M. W. Whitehill,  
Sr. Director, Industrial & Employee Relations

By \_\_\_\_\_

M. L. Bell,  
Manager, Human Resources Central Region

By \_\_\_\_\_

W. E. Flory,  
Sr. Director, Operations Technology & Services

By \_\_\_\_\_

D. A. Bellendier

By \_\_\_\_\_

R. A. Brus

By \_\_\_\_\_

J. M. DaBoll

By \_\_\_\_\_

P. H. Decker

By \_\_\_\_\_

M. P. Hute

By \_\_\_\_\_  
S. J. Larson

By \_\_\_\_\_  
J. N. MacDonald

By \_\_\_\_\_  
A. F. Mlynarczyk

By \_\_\_\_\_  
K. L. Myers

**LOCAL UNION NO. 1362 OF THE  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

By \_\_\_\_\_  
Rawson M. Behel  
Business Manager

By \_\_\_\_\_  
Jerry Vuichard  
Assistant Business Manager

By \_\_\_\_\_  
Mike Scott  
Assistant Business Manager

By \_\_\_\_\_  
Cheryl Clark

By \_\_\_\_\_  
LaDona Gates

By \_\_\_\_\_  
B. T. Horne

By \_\_\_\_\_  
Jarad Miller

By \_\_\_\_\_  
Linda Olshewsky

By \_\_\_\_\_  
Tom Tucker

By \_\_\_\_\_  
Pat Vorhies

By \_\_\_\_\_  
Nancy Wallander

## SCHEDULE OF WAGE RATES

As established by contract between Rockwell Collins, Inc. and Local Union No. 1362 of the International Brotherhood of Electrical Workers, the below noted Schedule of Wages shall be implemented effective May 3, 2003.

<u>LABOR</u> <u>GRADE</u>	<u>BRACKET</u> <u>RATES</u>	<u>BASE</u> <u>RATES</u>	<u>AFTER 13</u> <u>WEEKS</u>	<u>AFTER 26</u> <u>WEEKS</u>	<u>AFTER 39</u> <u>WEEKS</u>	<u>AFTER 52</u> <u>WEEKS</u>
1	13.67 - 14.04	13.67	13.85	14.04		
2	14.04 - 14.47	14.04	14.27	14.47		
3	14.47 - 15.06	14.47	14.74	14.94	15.06	
4	15.06 - 15.77	15.06	15.36	15.57	15.77	
5	15.77 - 16.70	15.77	16.20	16.43	16.70	
6	16.70 - 17.75	16.70	17.17	17.44	17.75	
7	17.75 - 18.77	17.75	18.16	18.44	18.77	
8	18.77 - 19.85	18.77	19.11	19.38	19.58	19.85
9	19.85 - 20.62	19.85	20.12	20.30	20.49	20.62
10	20.62 - 21.43	20.62	20.90	21.09	21.28	21.43



**NOTE:**

- A) Advances in pay rates are per ARTICLES XIII, Section 3, "Advances in Rate of Pay Within Wage Group".
- B) Effective May 3, 2003 a three percent (3%) general wage increase (GWI) shall be implemented.  
Effective May 1, 2004, a four percent (4%) general wage increase (GWI) shall be implemented.  
Effective April 30, 2005, a four percent (4%) general wage increase (GWI) shall be implemented.  
Effective April 29, 2006, a four percent (4%) general wage increase (GWI) shall be implemented.  
Effective April 28, 2007 a five percent (5%) general wage increase (GWI) shall be implemented.

# **ALTERNATE RATE STRUCTURE (ARS)**

As established by contract between Rockwell Collins, Inc. and Local Union No. 1362 of the International Brotherhood of Electrical Workers, the below noted Schedule of Wages shall be implemented effective May 3, 2003.

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<b>LABOR</b>	<b>ARS</b>	<b>ARS</b>	<b>ARS</b>	<b>ARS</b>	<b>ARS/CURRENT BASE</b>
<b><u>GRADE</u></b>	<b><u>BASE RATE</u></b>	<b><u>AFTER 13</u></b>	<b><u>AFTER 26</u></b>	<b><u>AFTER 39</u></b>	<b><u>AFTER 52 WEEKS</u></b>
		<b><u>WEEKS</u></b>	<b><u>WEEKS</u></b>	<b><u>WEEKS</u></b>	
1	10.76	11.47	12.23	12.95	13.67
2	11.02	11.81	12.56	13.27	14.04
3	11.37	12.16	12.95	13.74	14.47
4	11.81	12.67	13.46	14.27	15.06
5	12.35	13.23	14.07	14.94	15.77
6	13.02	14.00	14.90	15.79	16.70
7	13.83	14.79	15.77	16.77	17.75
8	14.56	15.63	16.66	17.71	18.77
9	15.38	16.53	17.65	18.77	19.85
10	16.04	17.23	18.35	19.48	20.62

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**NOTE:** During recent negotiations, the Parties discussed flexibility in starting wages for new hires depending on the hiring environment and reached the following understanding:

The COMPANY will choose the labor grade to be flexible in with notice to the Union Office. Once a new hire is hired in at a higher rate than the previous employees, all employees in that labor grade will progress to that higher wage. Once a higher wage rate has been established, the hiring wage will remain the same for a 3 month period starting from the date of the last increase. The starting wage may be raised at anytime upon notification of the Union Office. Notification of the Union Office will be the starting date of the 3 month starting wage freeze. No employee will move backwards in pay rate in case of a lower hiring rate. The current alternate wage rate will be posted on the posting board. ARS employees successfully bidding a promotion during their first year of employment (but after their probationary period) will receive the same relative ARS rate of the new position. In no case will employees be required to spend more than 52 workweeks in the alternate rate structure.

67

Employees who become displaced from their job classification due to a reduction in force shall exercise their seniority rights in accordance with applicable provisions of the Labor Agreement and shall be placed in the comparable step of the alternate rate structure of the job classification to which they move.

A) Advances in pay rates are per ARTICLE XIII, Section 3, "Advances in Rate of Pay Within Wage Group".

B) See also ARTICLE XIII, Section 2, "Rate of Pay During Probationary Period".

C) Effective May 3, 2003 a three percent (3%) general wage increase (GWI) shall be implemented.

Effective May 1, 2004, a four percent (4%) general wage increase (GWI) shall be implemented.

Effective April 30, 2005, a four percent (4%) general wage increase (GWI) shall be implemented.

Effective April 29, 2006, a four percent (4%) general wage increase (GWI) shall be implemented.

Effective April 28, 2007 a five percent (5%) general wage increase (GWI) shall be implemented.

**EMPLOYEES SHALL RECEIVE VACATION PAY, AND BE  
ELIGIBLE FOR VACATION TIME OFF AS SHOWN IN HOURS  
IN THE FOLLOWING SCHEDULE**

<b>Length of service as of May 1 of vacation year</b>	<b>800 hours</b>	<b>1,000 hours</b>	<b>1,200 hours</b>	<b>1,400 hours</b>	<b>1,500 hours</b>
Hired Aug. 2nd thru Nov. 1st		20 hours			
Hired May 2nd thru August 1st		20 hours		30 hours	
One (1) year but less than five (5) years	40 hours				80 hours
Five (5) years but less than fifteen (15) years	40 hours		80 hours		120 hours
Fifteen (15) years but less than twenty (20) years	80 hours		120 hours		160 hours
Twenty (20) years or more	120 hours		160 hours		200 hours

**Schedule of Jobs**  
**CLASSIFIED INTO WAGE GROUPS**

**Labor Grade 4**

725 Utility Custodian (4/3/2/1)

**Labor Grade 5**

184 Boxmaker

195 Production Specialist (5/4/3/2/1)

233 Truck Driver

405 Mechanic (5/4)

797 Chemical Storeskeeper

**Labor Grade 6**

202 Storeskeeper (Bldg Maint)

234 Truck Driver

394 Machine Assembly Operator

496 Material Coordinator (6/5)

711 Special Sales Handler

786 Planar Machine Operator (6/5/4)

787 Planar Board Processor (6/5/4/3)

799 Assembly Operator

**Labor Grade 7**

204 Photo Fabrication Operator

315 Quality Auditor

386 Plastic Mould Operator (7/6/5)

407 Mechanic (7/6)

469 Photo Etch Operator (Utility)

702 Instrument Assembler &amp; Adjr Utility (7/6)

761 Planar Inspector (7/6)

**Labor Grade 8**

314 Heat Treat Operator

326 Plater (8/7/6)

378 Finish Operator (8/7/6)

408 Mechanic

710 Tele Installation &amp; Maintenance (8/7)

741 Planar Fab Utility (8/7)

#### **Labor Grade 9**

172	Mechanical Inspector (9/8)
181	Maintenance Mechanic
221	Maintenance Machinist (9/8/7)
341	Test Technician (9/8/7/6)
343	Prec Grind Toolmaker (9/8)
409	Mechanic

#### **Labor Grade 10**

170	Senior Test Technician
410	Senior Mechanic
724	Telephone Technician (10/9)

### **112. COST OF LIVING ALLOWANCE**

Effective May 3, 2003 and thereafter during the term of this agreement, cost of living allowances will be implemented per the Coordinated Bargaining statement.

The amount of the cost of living adjustments shall be based upon increases in the Consumer Price Index (CPI-W) published by the U.S. Department of Labor's Bureau of Labor Statistics. The cost of living allowance shall be calculated in the following manner: 1 cent for each full 0.3 increase in the CPI-W base.

*The measurement base will be re-established in May each year (2003, 2004, 2005, 2006, 2007). The following movement in the CPI-W each year will be considered a threshold with no applicable COLA payments:*

- 2003: The first 3% movement in CPI-W
- 2004: The first 4% movement in CPI-W
- 2005: The first 4% movement in CPI-W
- 2006: The first 4% movement in CPI-W
- 2007: The first 5% movement in CPI-W

# SCHEDULE

<u>BASE PERIOD</u>	<u>MEASUREMENT PERIOD</u>	<u>PAYOUT DATE</u>
April 2003	May, June, July	08/30/03
	Aug., Sept., Oct.	11/29/03
	Nov., Dec., Jan.	02/28/04
	Feb., Mar., Apr.	05/29/04
April 2004	May, June, July	08/28/04
	Aug., Sept., Oct.	11/27/04
	Nov., Dec., Jan.	02/26/05
	Feb., Mar., Apr.	05/28/05
April 2005	May, June, July	09/03/05
	Aug., Sept., Oct.	12/03/05
	Nov., Dec., Jan.	02/25/06
	Feb., Mar., Apr.	06/03/06
April 2006	May, June, July	09/02/06
	Aug., Sept., Oct.	12/02/06
	Nov., Dec., Jan.	03/03/07
	Feb., Mar., Apr.	06/02/07
April 2007	May, June, July	09/01/07
	Aug., Sept., Oct.	12/01/07
	Nov., Dec., Jan.	03/01/08
	Feb., Mar., Apr.	05/31/08

### **113. GENERAL COMPANY RULES**

Violation of the following rules may be cause for dismissal.

1. Inefficiency, loafing, carelessness, indifference to work, repeated absence or tardiness or repeated failure to remain at employee's place of work during working hours including abuse of rest period privilege.
2. Insubordination - refusal to obey orders or instructions as issued by the Management or Supervisor.
3. Bringing intoxicants or illegal drugs into, or consuming intoxicants or illegal drugs in the plant, or being under the influence of illegal drugs or intoxicating liquors while at work. Employees attempting to sell or distribute illegal drugs on COMPANY premises will have their employment terminated immediately.
4. Fighting during working hours or the use of insulting or abusive language toward another employee or indulging in horseplay or rowdyism.
5. Immoral or indecent conduct.
6. Advocacy of or participation in unlawful seizure, destruction of, or trespass on COMPANY property.
7. Willful violation of safety rules. See Safety Rules, Paragraph 114.
8. Causing injury to a fellow employee or destruction of a fellow employee's property or COMPANY property through deliberate action or gross negligence.
9. Dishonesty, stealing, or cheating. Forging or falsifying action to the detriment of fellow employees or the COMPANY.
10. Spreading false reports detrimental to the harmonious relations between the employees and the COMPANY or detrimental to the COMPANY.



## **114. GENERAL SAFETY RULES**

- 1. Compliance with all recognized health and safety regulations published by the Occupational Safety and Health Administration and Company policy is required of all Collins employees.**
- 2. Report all work injuries and illnesses, regardless of how minor, on the day of occurrence, according to Company policy (RC-SAF-P-109). Inform your Supervisor before leaving the department, except in case of emergency.**
- 3. Avoid walking through congested areas. Use only defined aisles.**
- 4. Keep all food and beverages away from harmful contaminants at all times as mandated by Company policy (RC-SAF-P-112).**
- 5. Personal fans and heaters that are used in accordance with Company policy (RC-OPS-P-010) may be used.**
- 6. Compressed gases shall be used, stored and transported in accordance with Company policy (RC-SAF-P-114).**
- 7. Contact lenses are not to be worn where chemical or dust exposures exist.**
- 8. Rockwell Collins is a smoke-free facility. Smoking is permitted only in designated smoking areas outside of the building.**
- 9. Walk - DO NOT RUN. Where both pedestrian and vehicle doors are provided, use the pedestrian doors when walking. Operate and ride moving vehicles only when authorized to do so.**
- 10. Report any damage, breakage, unsafe conditions, or faulty machinery or equipment to your Supervisor at once.**
- 11. Use the proper tools for loading and unloading machines with "pinch points" wherever and whenever their use is specified.**
- 12. Maintenance employees are instructed to rope off floor openings or areas made unsafe by overhead hazards. Do not enter a roped off area without authorization.**

13. When performing overhead work, comply with all requirements mandated by Company policy (RC-SAF-P-204).
14. Signs, signals and placards constitute safety rules and must be obeyed.
15. Horseplay or fighting on COMPANY premises is prohibited.
16. Do not operate machines or work in locations you are not familiar with except as authorized by your Supervisor. Use the right tool for the job.
17. Use compressed air at prescribed pressures and only for the purposes authorized by your Supervisor. Never use on body or clothing. Air may be used for cleaning machines only when the pressure is limited by a regulator to 30 lb. psi and then only with effective chip guarding and personal protective equipment.
18. Keep tools, equipment and personal belongings in the places designated by your Supervisor.
19. Good housekeeping is required of all employees. Keep your work area clean. Do not throw paper or trash on the floor. Oil or grease spills should be cleaned up at once.
20. Keep all air hoses and electric cords off the floor so they do not create tripping hazards.
21. All materials must be stored in a safe and careful manner and in accordance with Company policy (RC-SAF-P-206).
22. Use solvents and flammable liquids only for the purpose authorized and in the prescribed manner. Flammable liquids are to be handled or stored only in approved safety containers and should not be disposed of by pouring them down a sewer or drain. Handle and store flammable and combustible chemicals as mandated by Company policy (RC-SAF-P-302 AND 303). Place oily rags and other flammable materials in the containers provided.
23. Prior to initial job assignment, employees shall be trained in the safe handling and use of chemicals as mandated by applicable OSHA

regulations and Company policy (RC-SAF-P-102).

24. Always use an adequate approved ladder with safety feet or a platform or elevator when working above floor level. Comply with all requirements for fixed and portable ladders as mandated by Company policy.

25. Safe lifting practices shall be observed at all times. Lifting aids and fixtures shall be used where they are provided.

26. Dress to work safely. Loose clothing, long sleeves, neckties and jewelry are not to be worn when operating or maintaining machinery and equipment with rotating or moving parts or mechanical or electrical exposures.

27. Avoid wearing anything that may conduct electricity into your body.

28. Personal protective equipment (PPE), such as gloves, boots, face shields, hair nets, safety glasses, side shields, etc., is required on many jobs and must be worn in accordance with your Supervisor's instructions, Company policy (RC-SAF-P-400), and Company PPE hazard assessment.

29. Only approved type footwear may be worn. Shoes must encompass the foot (fully covering the heel and the top of the foot, and up to the ankle) and have a hard sole. No decorative openings will be permitted in the sides, toe or heel of the shoe. Canvass or cloth shoes are not acceptable for employees working or walking in fabrication areas. Flat-heeled shoes and/or safety shoes are recommended where needed. Some types of shoes which are not acceptable are: thongs, open-toe or open-heel shoes, sandals, ballet-type slippers, and moccasins.

30. Keep aisles, fire lanes, and exits clear at all times. Never block fire or emergency equipment.

31. Know the location of all exits, medical, fire and emergency equipment and all emergency shutoffs in your area. Fire extinguishers are provided, but are not required to be used by any employee.

32. Always shut off machines when you leave them unless instructed not to; never attempt to adjust stock or tools while machine is "cycling". Never tie down or otherwise make a guard or safety device inoperable.

33. When servicing or maintaining machinery and equipment, authorized and affected employees shall comply with all requirement for lockout/tagout as mandated by Company policy (RC-SAF-P-103).

34. Operate machinery and equipment as you were instructed and according to manufacturer's recommendations.

35. Parking on COMPANY parking lots is a privilege granted to employees. Disregard of courteous, safe driving and walking practices, parking and driving rules may be cause for dismissal.

The above General Safety Rules are not all-inclusive and must be supplemented as the need arises.

## LETTER OF UNDERSTANDING

### Benefits Review Committee

As a result of the 2003 Coordinated Bargaining Committee, the parties are agreed to the establishment of a Benefits Review Committee (Committee) that will meet regularly to discuss benefits issues for employees represented by IBEW #1362, IBEW #1634 and IUE-CWA #787. The Committee will be formed and meet as soon as possible following these negotiations, but in no event later than September 30, 2003. Neither the Committee nor this letter will supersede any existing local language on this subject.

The parties agree to utilize the Committee to review current benefits plans, administration and vendors, to explore whether alternative benefit plans should be considered and implemented, and for involvement in making recommendations in decision-making regarding certain benefits plans. It is understood that the Company will have the ultimate right to select the vendor, drug formularies and other administrative decisions as long as the Company retains responsibility for the plan. Any benefit plan change mutually recommended by the Committee, which would amend or modify the Collective Bargaining Agreements between the parties, will be subject to approval of the Company and ratification by the majority of the membership at each location where the Unions are represented.

The composition of the Committee will include one Union representative from each Company location covered by this agreement, and International Union Representation from each of the respective Unions, and management representatives that will not exceed the number of union representatives.

The Committee will meet not less than once every six months, unless otherwise agreed, at a mutually agreed location. Company agrees to reimburse the local union representatives' expenses for these meetings and any additional requirements as agreed to by the committee. The parties will try to minimize expenses, including the use of tele- or video-conferencing where practical. A written agenda will be mutually prepared for these meetings. Committee meetings should serve to provide education, involvement and input regarding such employee benefit topics as:

- Cost trends
- Communication plans
- Utilization data
- Vendor performance
- Vendor selection processes
- General employee issues

Topics of discussion and input could include all benefit plans, i.e., medical, dental, prescription drugs, mental health, vision, 401K, pension, life insurance's. By mutual agreement, a consultant may be utilized for data presentation and analysis at the Company's expense.

The Company and the Unions agree to discuss union plan savings that are attributed to the Committee and to discuss how and where these savings may be accounted for in the future and the appropriate savings will be credited to the appropriate union plans. The Committee recognizes that the Shared Services Operation (Cypress, CA) is involved in similar work and is chartered with this responsibility by the Company, so duplicative actions may be recommended by them as well to the Committee.

No discussions or actions of the Committee will be the basis for a grievance, arbitration, or unfair labor practice charge or any other legal proceeding by either party. However, the formation of this Committee will not prevent the Union from filing grievances on benefit provisions contained in the CBA.

## **LETTER OF UNDERSTANDING**

### **Insurance Coverage**

Pursuant to discussions during recent negotiations between the Parties relative to medical insurance coverage, it is agreed to allow an employee to elect family coverage when their spouse becomes unemployed. This new procedure will be effective the date of the new collective bargaining agreement.

The employee must provide the following information before family coverage will be allowed:

1. The spouse is considered laid-off with verification of layoff status from both the employer and appropriate job service/unemployment agency.
2. Laid-off spouse must elect his/her employer's medical coverage if available at group rate.

## **LETTER OF UNDERSTANDING**

### **FMLA Administration**

The parties agree that absenteeism in any form, including Family Medical Leave (FMLA), represents a cost and drag on productivity, and both will endeavor to promote attendance at work. Going forward the Company agrees that the employee will no longer be required to use vacation during his/her FMLA leave.

Concurrent with this change, Workers' Compensation leave will be counted as FMLA, the same as for A&S leaves.

The Union and the Company will discuss changes in the FMLA law that would require pay for FMLA leave.

## **LETTER OF UNDERSTANDING**

### **Medical Slide-In**

During the 1985-86 negotiations, the parties discussed medical coverage "slide-in" as a job security issue and reached the following understanding:

The COMPANY agrees to maintain retirement medical benefit eligibility for employees laid off at age fifty (50) with ten (10) or more years of service. Such benefit will be the same as had the employee retired from active employment and will become effective upon retirement.

In interpreting and applying the understanding, the following specific points reflect the intent of the Parties:

1. To be eligible for consideration an employee must meet all of the following conditions:
  - Laid off
  - Between ages 50 and 55
  - 10 or more years of vesting service .
2. The medical insurance benefit involved is the one normally in effect at time of retirement and the commencement of benefits at age 55 or older.
3. The purpose of this understanding is to allow those who meet all of the conditions outlined above to obtain medical insurance upon the later commencement of retirement benefits.
4. The provisions of this agreement apply to eligible employees laid off on or after November 1, 1985.

## **LETTER OF UNDERSTANDING**

### **Significant Service Indemnity Pay**

During the 1985-86 negotiations, the Parties discussed severance pay as a job security issue and reached the following understanding:

*Employees with ten (10) or more years of service who retire or who are involuntarily laid off at age 55 and over will be entitled to a one (1) time severance of ten (10) weeks' pay. Such severance pay will be based on forty (40) hours per week at their actual basic hourly rate at time of termination. Severance pay will not be paid when termination results from death, discharge for cause, or voluntary resignation.*

In interpreting and applying the understanding, the following specific points reflect the intent of the Parties:

1. This provision will not be coupled to pension provisions.
2. Severance payments will be considered credited earnings for the purpose of retirement calculation.



3. The payment of a severance amount does not delay the effective date of retirement.
4. Severance pay shall be in a lump sum amount.
5. For the purposes of this agreement service shall mean vesting service.
6. The provisions of this agreement apply to employees who retire or are involuntarily laid off on or after November 1, 1985.

## **LETTER OF UNDERSTANDING**

### **Continuation of Disabled Employees Benefit Plans**

A disabled employee on a qualified medical leave who has applied in a timely manner and not yet received a determination from the Social Security Administration as to total and permanent disability by the end of said medical leave shall have additional periods of up to six (6) months from the date the medical leave expires to so qualify for company retirement benefits.

The COMPANY will maintain the disabled employee benefit plan coverage during this period subject to the disabled employee remitting any required contributions.

## **LETTER OF AGREEMENT**

### **Anti-Drug and Alcohol Abuse Program**

Both the COMPANY and UNION recognize that it is of mutual benefit to maintain a drug-free environment. With this in mind, the Parties agree to meet and develop a program, which will promote early recognition and rehabilitation, and conform with government and customer directives as a contractor in good standing.

## **LETTER OF UNDERSTANDING**

### **Ergonomics**

The COMPANY and the UNION acknowledge the importance of *improved ergonomics*. With this understanding, each Party will designate active participants to work together on an Occupational Health Management Team. This team will oversee any appropriate teams or activities necessary for improving the ergonomic environment.

## **LETTER OF UNDERSTANDING**

### **Mileage Reimbursement**

The Parties agree that during the life of the current collective bargaining agreement that employees in the unit of representation will be paid at the appropriate per mile rate established by the United States Internal Revenue Service when using their personal vehicle for COMPANY-related purposes on COMPANY time provided:

1. A supervisor requests that an employee use his/her personal vehicle; and,
2. The employee agrees to the request.

It is further understood that under no circumstances will an employee be reimbursed if the use of the personal vehicle was not requested by the COMPANY.

## **LETTER OF UNDERSTANDING**

### **Outsourcing Discussions**

The COMPANY and the UNION recognized that the job security of all employees can be enhanced by improving the competitiveness and *efficiency of the business*. For this purpose, the Parties have agreed during recent negotiations to meet and discuss the subject of outsourcing, or other viable alternatives, that will improve the competitiveness of custodial and grounds maintenance work.

## **LETTER OF UNDERSTANDING**

### **Outsourcing Notification**

The businesses that form Rockwell Collins and the UNIONS that represent bargaining unit employees within those businesses have jointly agreed to work toward establishing and maintaining a relationship that is based on cooperation, communication and mutual trust. The foundation of this relationship is the recognition that the COMPANY and the UNION are joint partners in the success of the businesses. In order for this relationship to continue to evolve and flourish, both Parties must actively seek opportunities for joint involvement in proactively addressing and resolving the competitive issues that each business will face.

Therefore, in situations where the COMPANY cannot continue to competitively perform work in-house, they will meet with the UNION to jointly explore viable alternatives to outsourcing. No work currently being performed in-house by bargaining unit employees will be outsourced unless the COMPANY and UNION have met, and the UNION is given every opportunity to have input into the decision.

The purpose of these discussions will be to present the COMPANY'S needs for its considered action. The UNION and the COMPANY will then enter into discussions to jointly determine if there are any opportunities available to the Parties that would preclude the need for this action.

### **Intent to Outsourcing Notification Letter of Understanding**

Our existing Letter of Understanding states the Company will "meet with the Union" when considering outsourcing work from "in-house", because of "competitive issues", in order to "explore viable alternatives to outsourcing." The LOU further stated "no work currently being performed in-house by bargaining unit employees will be outsourced unless the Company and Union have met, and the Union is given every opportunity to have input in the decision."

The parties agree that the intent of this language was not to interfere with management's right to assign work amongst its many plant locations; management routinely adjusts the flow of work at and

amongst it sites to optimize production, employment, and, ultimately, customer satisfaction.

However, in cases where the Company may desire to move an operation or a product line from one of our union plants to one of our non-union sites and the factor driving that decision is higher costs in the represented plant, the Company will meet with the union first to determine if labor concessions could change that decision.

**LETTER OF UNDERSTANDING**

**Plant Closure**

During the 1995-1998 negotiations, the parties discussed plant closure as a job security issue and reached the following understanding:

1. The COMPANY will endeavor to give the UNION and employees as much advance notice as possible of plant closure. In no event will there be less than 90 days advance notice.
2. Employees who are laid off as a result of the closure will receive one (1) week of severance pay for each one (1) year of service, up to a maximum of ten (10) weeks. Employees eligible for both the severance and plant closure provisions of this agreement will receive a single, ten (10) week payment.
3. In addition, employees who are laid off as a result of the closure will receive one (1) week's pay for each (5) year's service above the first ten (10) year's service, up to a maximum of three additional weeks (e.g.: 13 week's total plant closure and severance pay for employees with 25 or more years of service).
4. Preferential hiring within this coordinated bargaining structure, outplacement assistance, and medical "Slide-In", if applicable, will also be afforded.

In interpreting and applying the understanding, the following specific points reflect the intent of the Parties:

1. The severance payment will be a one-time lump sum payment, based on forty (40) hours rate in effect at time of layoff.
2. The provisions of this agreement apply to employees laid off on or after May 1, 1995.

## **LETTER OF UNDERSTANDING**

### **Child Care**

Concerning demotions and displacements which involve shift changes, employee(s) may have up to one (1) calendar week during which to handle personal matters relating to child care\* prior to transfer and physically moving to their new job. The week shall be figured from the date the employee(s) is contacted by phone or in person by the Employee Classification Coordinator for the purpose of determining the employee's job selection. It is understood that all employee(s) must make their choice of job(s) when notified of the demotion or displacement by the Employee Classification Coordinator.

\*"babysitting" problems only.

## **LETTER OF UNDERSTANDING**

### **Employee Movement**

It is understood that it is beneficial to consider an employee's interests in permanent section/organizational unit job reassignments. The PARTNERSHIP agrees to make a good faith effort to make reassignments in the section/organizational units with excess employees by volunteers in order of seniority.

The UNION recognizes that there may be cases where this will not be practical due to special circumstances identified by the management, such as specific skill requirements or business conditions. Furthermore, it is not the intent of the parties that the COMPANY make multiple moves on a single excess in order to address employee interests.

## **LETTER OF UNDERSTANDING**

### **Guaranteed Employment**

Pursuant to discussions during recent negotiations between the Parties, it is agreed the term "guaranteed employment" (as it pertains to the seniority provisions of the labor agreement) means that during the months of April - June and October - December no employee excesses will be conducted with the exception of a bump(s) or layoff(s) as the result of an employee(s) returning from a leave(s) of absence.

## **LETTER OF UNDERSTANDING**

### **Employees Encouraged to Have Labor Agreement**

An employee, upon notification of being demoted or displaced from their job or shift, will be allowed and encouraged to have a Labor Agreement in hand and may have a UNION Steward present when conferring on the phone with the Employee Classification Coordinator in considering the employee's job selection.

## **LETTER OF UNDERSTANDING**

### **Posting Complexes**

Pursuant to discussions between the COMPANY and the UNION during recent negotiations relative to Paragraph 71, Section 7(a), it is understood "area" will include North, South, the COMPANY'S Airport facility, and any additional building(s) which the COMPANY acquires/leases for utilization of COMPANY operations. It is also understood that "area" does not include buildings within existing complexes (North and South), and only full time job positions in these complexes will be posted.

North Complex - Buildings 105, 106, 107, 108, 109, 110, 111, 112, 113, 117, 118, 119, 120, 121, 122, 123, 124, 126, 133, 153, 154, 171, 175, 178

South Complex - Buildings 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 165, 166, 179

125 Complex

127 Complex

134 Complex

191 Complex - Buildings 172, 191, 192

Airport Complex

## **LETTER OF UNDERSTANDING**

### **Interest Areas 195 Job Classification Postings**

Pursuant to discussions between the COMPANY and the UNION during recent negotiations relative to Paragraph 71, Section 7(a), it is understood "interest areas" for the 195 job classification will be included in job postings. Interest areas to be included are:

#### 195 Job Code

Test Repair

Line Utility

Stock/Shipping/Routing

Inspector

White Room

Machine Operator

Assembly

Line 6

All

The COMPANY agrees to make a good faith effort to place employees in his/her interest areas while maintaining the COMPANY's right of assignment.

## **LETTER OF UNDERSTANDING**

### **Posting Starting Times**

Pursuant to discussions between the Parties during recent negotiations relative to Paragraph 71, Section 7(a), it is understood that "starting time(s)" will be placed on postings for a given job classification. Space will be provided on each posting sheet so employees can indicate which "starting time(s)" they desire for a given job. It is further understood that when employees indicate more than one (1) "starting time" no employee shall have as a basis for a complaint they received an improper "starting time" position assignment.

## **LETTER OF UNDERSTANDING**

### **Preferential Hiring**

During the 1985-86 negotiations, the parties discussed preferential hiring as a job security issue and reached the following understanding:

The COMPANY agrees that employees laid off from one represented facility\* will be given preference for jobs, for which qualified, at other represented facilities.

*\*Within this coordinated bargaining structure.*

In interpreting and applying the understanding, the following specific points reflect the intent of the Parties:

1. Consideration for re-employment will be given to a represented employee who is placed on layoff and applies at another location covered by this coordinated bargaining structure.
2. Employees hired under this provision will be governed by the terms and conditions of the labor agreement at the hiring location.
3. The provisions of this agreement apply to employees laid off on or after November 1, 1985.



## **LETTER OF UNDERSTANDING**

### **Union Orientation Meeting**

The COMPANY agrees to provide the Business Agent of the UNION or one of his/her authorized assistants time to meet with new bargaining unit employees for orientation purposes. These meetings will be scheduled within the first week of the month with each new bargaining unit employee allowed one half (1/2) hour of paid time off to attend. However, depending upon work assignments, an employee may be rescheduled.

## **LETTER OF UNDERSTANDING**

### **Outplacement**

During the 1985-86 Negotiations, the parties discussed outplacement as a job security issue and reached the following understanding:

The COMPANY agrees to provide an outplacement assistance program to laid off employees that will include:

- Resume writing assistance
- Job placement assistance
- Interviewing techniques
- Counseling

In interpreting and applying the understanding, the following specific points reflect the intent of the Parties:

1. Outplacement services will only be provided by the COMPANY to employees who are placed on layoff.
2. Outplacement services are intended to assist employees in their efforts to find other employment.
3. Counseling will include referral to any applicable federal and state job retraining services.
4. Participation in this program is voluntary.

5. The provisions of this agreement apply to employees laid off on or after November 1, 1985.

## **LETTER OF UNDERSTANDING**

### **Voluntary Layoff**

During the 1985-86 negotiations, the Parties discussed voluntary layoff as a job security issue and reached the following understanding:

Employees excessed, regardless of seniority, will have the option to be voluntarily laid off. Before the option is taken, employees will be advised as to whether or not the layoff is permanent. Employees laid off under this provision shall be allowed to indicate recall preference at any time.

In interpreting and applying the understanding, the following specific points reflect the intent of the Parties:

1. The provisions of this understanding will apply only to those who have been directly displaced from their jobs.
2. Employees who elect a voluntary layoff will be recalled only to available openings for which they are qualified and for which they have designated.
3. The recall provisions of the applicable labor agreements will apply.
4. The provisions of this agreement become effective November 1, 1985.

## **LETTER OF UNDERSTANDING**

### **Laid Off Employees Working at Coralville**

During recent negotiations the subject of laid off Cedar Rapids bargaining unit employees working in the Coralville bargaining unit was discussed and the following agreement was reached between the COMPANY and the UNION:

If an employee is laid off from the I.B.E.W. Local 1362 bargaining unit and is hired to work as a permanent employee within the bargaining unit at Coralville (I.B.E.W. Local 1634) and is paid from the Coralville payroll s/he forfeits all recall rights to the I.B.E.W. 1362 bargaining unit. This has been and will continue to be the practice with the following exception.

Employees laid off from Coralville are eligible to be recalled to the I.B.E.W. Local 1362 bargaining unit provided they still have time left on their recall period. For the purpose of determining eligibility for recall to Cedar Rapids, time worked at Coralville is treated no differently than other time on layoff.

This agreement applies only to people hired at Coralville after May 1, 1995. Temporary employees at Coralville will continue to retain their Cedar Rapids recall.

## **LETTER OF UNDERSTANDING**

### **172 Mechanical Inspector**

Pursuant to discussions between the COMPANY and the UNION, it had been mutually agreed to incorporate the 282 Tool & Precision Instrument Inspector job classification into the 172 Mechanical Inspector classification.

It is further agreed that employees currently classified in the 282 job classifications will not be excessed. However, as current employees voluntarily vacate the 282 job classification they will not be replaced and the 282 classification will be phased out and dropped.

## **LETTER OF UNDERSTANDING**

### **195 Production Specialist**

Pursuant to discussions between the COMPANY and the UNION, it has been mutually agreed to implement a new job classification to be known as a 195 Production Specialist, Labor Grade 1/2/3/4/5.

1. Employees currently performing production related work (non-custodial) who are classified in the 193 job classification and employees currently classified in 195 job classification will be reclassified effective May 3, 2003 into the 195 job classification, Labor Grade 1/2/3/4/5. Job code 193 will be dropped. Employees will be placed on a point to point basis within Labor Grade 1/2/3/4/5 based on current qualifications. Employees currently red circled in Labor Grade 4 will retain their Labor Grade 4 pay but must meet qualifications to advance.
2. Employees hired prior to May 3, 2003 will be considered qualified for the 195 job classification up to the maximum labor grade previously qualified. Employees bidding/bumping/returning to the 195 job classification will be placed on a point-to-point basis up to the maximum labor grade qualified for.
3. Employees hired on or after May 3, 2003 will need to meet the established testing qualifications in order to enter the 195 job classification.

The following guidelines apply for filling job openings:

- A. The Company will post for the 195 job classification, Labor Grade 1/2/3/4/5. All qualified employees, regardless of labor grade level, are eligible to accept openings per the current labor agreement.
- B. If the 195 job classification posting is exhausted prior to filling the position, said position(s) may be forwarded to the Employment Office in an effort to obtain qualified employees.

- C. Employees within the 195 job classification will be eligible to test for the 195 no more than once every 4 months until they are qualified for the Labor Grade 5.
- D. An employee who takes the optional TOTs training will be able to test once after the training, if they have not tested in the prior 4 months.

For bumping purposes, employees in the 195 job classification will be considered as Labor Grade 5 and will be bumped in order of seniority.

In the event of a layoff, employees in the 195 job classification will be laid-off in order of seniority.

## **LETTER OF UNDERSTANDING**

### **221 Maintenance Machinist**

Pursuant to discussions between the COMPANY and the UNION, it has been mutually agreed to implement a new job classification to be known as a 221 Maintenance Machinist, Labor Grade 7/8/9.

- I. Employees currently classified in the 222 and 224 Maintenance Machinist job classifications will be reclassified effective May 3, 2003 into the 221 Maintenance Machinist job classification, Labor Grade 7/8/9. Job codes 222 and 224 will be dropped.

The following guidelines apply for filling job openings:

- A. The Company will post for the 221 job classification, Labor Grade 7/8/9. The Company will attempt to qualify employees at the Labor Grade 9. If employees are unable to qualify at the Labor Grade 9 level, the Company will attempt to qualify employees from the same posting, in seniority order, at the Labor Grade 8 level. If employees are unable to qualify at the Labor Grade 8 level, the Company will attempt to qualify employees from the same posting, in seniority order, at the Labor Grade 7 level.

- B. If the 221 job classification posting is exhausted prior to filling the position, said position(s) may be forwarded to the Employment Office in an effort to obtain qualified employees.
- C. Employees entering the 221 at Labor Grade 9 will be placed on a point to point basis. Employees entering the 221 at Labor Grade 8 will be placed on a point to point basis, up to the maximum rate of Labor Grade 8. Employees entering the 221 at Labor Grade 7 will be placed on a point to point basis, up to the maximum rate of Labor Grade 7.
- D. Incumbent employees will be eligible to test based on the testing procedures of the labor agreement (every two months) without having to post for the position. Tests must be taken in order. There is a one year testing freeze on any one part of the test that is failed three times.

For bumping purposes, employees in the 221 job classification will be considered as Labor Grade 9 and will be bumped in order of seniority.

In the event of a layoff, employees in the 221 job classification will be laid-off in order of seniority.

## **LETTER OF UNDERSTANDING**

### **Senior Test Technicians Staffing Levels**

Pursuant to discussions during recent negotiations between the Parties relative to certain classifications, it is understood that the manning levels in the 170 Senior Test Technician classification will not be reduced below eight (8), during the term of the collective bargaining agreement.

## **LETTER OF UNDERSTANDING**

### **Test Technicians Performing Certain Repair Functions**

Pursuant to discussion during recent negotiations between the COMPANY and the UNION, the Parties reached the following

understanding on Test Technicians performing certain repair functions: Test Technicians can perform RF tuning, tack test selects, lift axial leads, remove simple solder shorts, clip leads, touch up post coat, and reassemble and seal the unit (only when no repair actions are taken by the technician).

The intent of this letter is as follows:

**RF Tuning:** Adding and deleting test selects (axial leaded and SMD), ribbon wire (tuning tabs) and solder to circuitry or circuit boards. Positioning of parts on RF circuits (axial leaded and SMD) such as capacitors, resistors, coils and tuning tabs.

**Test Selects:** Adding and deleting test selects (axial leaded and SMD) such as capacitors, coils, resistors, and tuning tabs can be "tack" soldered on circuitry, square pins, or thru holes.

**Lift axial leads:** All axial leaded parts can be lifted.

No SMD parts can be lifted other than test selects.

This is applicable to all test technicians who are able to pass and maintain solder certification per Quality Methods.

All repair activities performed must be documented by the test technician and inspected by a qualified inspector (i.e. JC 195 or JC 315).

Test technicians must be certified prior to performing the repair functions described in this Letter of Understanding and recertified annually.

It is not mandatory for test technicians to perform repair activities.

## **LETTER OF UNDERSTANDING**

### **Test Technician Progression/Training**

Pursuant to discussion during recent negotiations between the COMPANY and the UNION, the parties will partner in promoting test technician training. It is the expectation of the Partnership that

relevant, quality training will be provided, and that all test technicians participate in the training. The parties have also agreed to an additional method to progress through Labor Grade 9 as described in Paragraph 2.

The parties agree to the following items regarding the administration of this plan:

1. The Labor Grade 6, 7 and 8 technicians will be allowed to test for the Labor Grade 9 classification on an open posting basis (i.e. once every two months).
  - A. Anyone who has passed the 341 exam or may in the future, but has not held the Labor Grade 9 classification will progress through the auto progression (i.e. through Labor Grades 6, 7, 8 and 9) until they reach the top of the Labor Grade 9. Progression into the Labor Grade 9 will be contingent upon passing the 341 Labor Grade 9 technical exam.
  - B. Test technicians in Labor Grades 6, 7, 8 and 9 can bid or bump openings based on seniority of everyone in the 341 classification.
2. The Labor Grade 6, 7 and 8 technicians will also be able to progress to Labor Grade 9 by completing test technician training modules.
  - A. The test technician must pass 5 core training modules to progress into Labor Grade 9.
  - B. Up to 3 training modules can be completed in one year with half of the time being paid by the Company and half on the employee's time.
  - C. Anyone who qualifies through this training or may in the future, but has not held the Labor Grade 9 classification will progress through the auto progression (i.e. through Labor Grades 6, 7, 8 and 9) until they reach the top of the Labor Grade 9. Progression into the Labor Grade 9 will be contingent upon passing these training modules with a passing grade of 75% or better on each training module test.
  - D. The process of selecting training modules that are the most appropriate content will be conducted annually by the employee and their leadership.



3. The PARTNERSHIP's expectation is to improve efficiency of all of our employees to become more competitive in our markets in order to grow the business, which ultimately leads to a larger stronger union. It is the expectation of the PARTNERSHIP that all technicians take relevant training to improve these efficiencies. It is the expectation of the PARTNERSHIP that each technician complete one training module each year. The following Table defines the training paths and commitments for training time between the Company and the employee.

#### **Training and Company/Employee Time Commitment**

Labor Grade 6, 7 & 8 Alternate Path *	Labor Grade 6, 7 & 8 Non-Alternate Path	Labor Grade 9 & 10
24 Hrs Company Paid	1 Module Company Paid	1 Module Company Paid
24 Hrs Employee Time	1 Module Employee Time	1 Module Employee Time

\* See Paragraph 2 B. Test Technician Progression/Training

### **LETTER OF INTENT**

#### **341 Technician Progression (LG 9)**

##### **Test Technician Training/Progression Intent Letter**

- The Joint Training Partnership (JTP) is responsible for ensuring training classes are in place and are available to meet the intent of the contract
- Module fee's to be paid by the company
- Modules will be available on a first come first serve basis
- Open seats for the additional training
- If there is a large pull for additional modules without open seats, the PARTNERSHIP will pursue the option of adding additional module time slots

##### **Alternate Path**

- Classes taken between January 1, 2003 and the start of the program will count towards the alternate path to Labor Grade 9 if the employee passes the test for that particular module with a grade of 75% or greater
- 80 hours of core modules are required to fulfill the alternate path to Labor Grade 9

- 5 modules at average of 16 hour per course
- Some modules could be shorter or some longer i.e. 8 or 24 hours
- Intent for theory coverage for these core modules are as follows:
- Training Modules must be completed in all 5 Core Areas
- Training Modules must be taken to take the module test
  1. Switching Power Supplies
  2. Test Equipment Utilization in trouble shooting (at least one of the following):
    - Spectrum Analyzer
    - Network Analyzer
    - Logic Analyzer
  3. RF Theory and Trouble Shooting
  4. Digital Theory and Trouble Shooting
  5. Microprocessor Theory and Trouble Shooting
- Maximum of 48 hours of training in a given fiscal year on the alternate path
- FY-03 would be prorated for the year at max. of 1 module on Company time and allow one additional module on employee's time.
- FY-04 and beyond is 1/2 Company paid time and 1/2 employee's time

#### Non-Alternate Path

- For non-alternate path the assumption is that a module average length of time is 16 hours
- If a module is longer than 8 hours but equal to or less than 16 hours the module will be allowed on Company time For modules/courses in excess of 16 hours the time will need to be split between the Company and the employee with no more than 16 hours paid by the Company

### **LETTER OF UNDERSTANDING**

#### **EEE Lab**

Pursuant to discussions during recent negotiations, the Parties agreed to permit the option of using either bargaining unit or salaried technicians to operate and record data for units under test during

formal qualification programs in the Environmental Effects Engineering (EEE) Laboratory. Operating all environmental test facilities (including CERT facilities) will remain unchanged, as bargaining unit work.

In addition, the Parties agreed to meet and explore non-traditional work opportunities for EEE bargaining unit technicians.

The EEE Department Manager or their designee will meet yearly with the Bargaining Unit EEE Lab Team members to establish training plans. The process would be as follows:

First, identify what skills are required to operate the business (i.e. EMI Test, ENV Test, etc.).

Second, assess each ones individual skills and identify skill gaps.

Third, establish training plans to close the skill gap and remain within the training budget.

Every effort will be made to insure training is individualized to meet COMPANY, Department and Employee goals. When the training plan is completed, it will be sent to Labor Relations and the Union Office for their information.

## **LETTER OF UNDERSTANDING**

### **Development Work**

Pursuant to discussions during recent negotiations the PARTNERSHIP agrees that:

A. When an Engineering system uses standard units as sub-assemblies or sub-systems, those standard units will be built by bargaining unit personnel. A standard unit is either a regular production unit or one of several like units, with the understanding hat the number of like units may be a variable from program to rogram.

B. The COMPANY will continue to use bargaining unit personnel aid in the development of new products and to ensure an orderly nsition from development models to production equipment.

C. The PARTNERSHIP will work with the appropriate Engineering and Program Management Leadership in order to provide additional Bargaining Unit input during engineering development to maximize bargaining unit work opportunities and enhance the transition of product to manufacturing.

## **LETTER OF UNDERSTANDING**

### **343 Prec Grind Toolmaker**

Pursuant to discussions between the COMPANY and the UNION, it has been mutually agreed to implement a new job classification to be known as a 343 Prec Grind Toolmaker, Labor Grade 8/9.

1. Employees currently classified in the 251 Tool Grinder and 343 Prec Grind Toolmaker classifications will be reclassified effective May 3, 2003 into the 343 job classification, Labor Grade 8/9. Job code 251 will be dropped.

The following guidelines apply for filling job openings:

A. The Company will post for the 343 job classification, Labor Grade 8/9. The Company will attempt to qualify employees at the Labor Grade 9. If employees are unable to qualify at the Labor Grade 9 level, the Company will attempt to qualify employees from the same posting, in seniority order, at the Labor Grade 8 level.

B. If the 343 job classification posting is exhausted prior to filling the position, said position(s) may be forwarded to the Employment Office in an effort to obtain qualified employees.

C. Employees entering the 343 at Labor Grade 9 will be placed on a point to point basis. Employees entering the 343 at Labor Grade 8 will be placed on a point to point basis, up to the maximum rate of Labor Grade 8.

D. Incumbent employees will be eligible to test based on t

testing procedures of the labor agreement (every two months) without having to post for the position. Tests must be taken in order. There is a one year testing freeze on any one part of the test that is failed three times.

For bumping purposes, employees in the 343 job classification will be considered as Labor Grade 9 and will be bumped in order of seniority.

In the event of a layoff, employees in the 343 job classification will be laid-off in order of seniority.

## **LETTER OF UNDERSTANDING**

### **378 Finish Operator**

Pursuant to discussions between the COMPANY and the UNION, it has been mutually agreed to implement a new job classification to be known as a 378 Finish Operator, Labor Grade 6/7/8.

- I. Employees currently classified in the 142 Spray Painter, 247 Spray Painter, 375 Lettering Operator and 742 Finish Department Operator will be reclassified effective May 3, 2003 into the 378 job classification. Employees will be placed within Labor Grade 6/7/8 on a point to point basis. Job codes 142, 247, 375 and 742 will be dropped.

The following guidelines apply for filling job openings:

- A. The Company will post for the 378 job classification, Labor Grade 6/7/8. The Company will attempt to qualify employees at the Labor Grade 8. If employees are unable to qualify at the Labor Grade 8 level, the Company will attempt to qualify employees from the same posting, in seniority order, at the Labor Grade 7 level. If employees are unable to qualify at the Labor Grade 7 level, the Company will attempt to qualify employees from the same posting, in seniority order, at the Labor Grade 6 level.
- B. If the 378 job classification posting is exhausted prior to filling the position, said position(s) may be forwarded to the Employment Office in an effort to obtain qualified employees.

- C. Employees entering the 378 at Labor Grade 8 will be placed on a point to point basis. Employees entering the 378 at Labor Grade 7 will be placed on a point to point basis, up to the maximum rate of Labor Grade 7. Employees entering the 378 at Labor Grade 6 will be placed on a point to point basis, up to the maximum rate of Labor Grade 6.
- D. Incumbent employees will be eligible to test based on the testing procedures of the labor agreement (every two months) without having to post for the position. Tests must be taken in order. There is a one year testing freeze on any one part of the test that is failed three times.

For bumping purposes, employees in the 378 job classification will be considered as Labor Grade 8 and will be bumped in order of seniority.

In the event of a layoff, employees in the 378 job classification will be laid-off in order of seniority.

## **LETTER OF UNDERSTANDING**

### **386 Plastic Mould Operator**

Pursuant to discussions between the COMPANY and the UNION, it has been mutually agreed to implement a new job classification to be known as a 386 Plastic Mould Operator, Labor Grade 5/6/7.

- 1. Employees currently classified in the 352 Plastic Moulding Operator classification will be reclassified effective May 3, 2003 into the 386 Plastic Mould Operator job classification, Labor Grade 5/6/7. Job code 352 will be dropped.

The following guidelines apply for filling job openings:

- A. The Company will post for the 386 job classification, Labor Grade 5/6/7. The Company will attempt to qualify employees at the Labor Grade 7. If employees are unable to qualify at the Labor Grade 7 level, the Company will attempt to qualify employees from the same posting, in seniority order, at the Labor Grade 6 level. If employees are unable to qualify at the Labor Grade 6 level, the Company will attempt to qualify

employees from the same posting, in seniority order, at the Labor Grade 5 level.

- B. If the 386 job classification posting is exhausted prior to filling the position, said position(s) may be forwarded to the Employment Office in an effort to obtain qualified employees.
- C. Employees entering the 386 at Labor Grade 7 will be placed on a point to point basis. Employees entering the 386 at Labor Grade 6 will be placed on a point to point basis, up to the maximum rate of Labor Grade 6. Employees entering the 386 at Labor Grade 5 will be placed on a point to point basis, up to the maximum rate of Labor Grade 5.
- D. Incumbent employees will be eligible to test based on the testing procedures of the labor agreement (every two months) without having to post for the position. Tests must be taken in order. There is a one year testing freeze on any one part of the test that is failed three times.

For bumping purposes, employees in the 386 job classification will be considered as Labor Grade 7 and will be bumped in order of seniority.

In the event of a layoff, employees in the 386 job classification will be laid-off in order of seniority.

## **LETTER OF UNDERSTANDING**

### **407 (A/B) & 408 (A/B) Classification**

Pursuant to discussions during recent negotiations between the COMPANY and the UNION, it has been mutually agreed to implement a new job classification to be known as 407/408A Mechanic (Mechanical) and 407/408B Mechanic (Sheet Metal), Labor Grade 6/7/8.

- 1. Employees currently classified in the 406 (A & B) job classification will be reclassified, effective May 1, 1998 to job code 407/408 (A & B), Labor Grade 6/7/8.

- A. Employees will continue to advance within the "Schedule of Wage Rates" until they reach the top of Labor Grade 7. Employees achieving the maximum rate of the Labor Grade 7 will be eligible to test for the 408 (A & B), Labor Grade 8, based on the testing procedures of the agreement (every two months) without having to post for the position. There is a one year testing freeze on any one part of the test that is failed three times. Employees reaching the top of Labor Grade 7 may test in any order that they choose.

2. The following guidelines will apply for filling job openings:

- A. The Company will first post for the 408 (A & B) Labor Grade 8 position in an effort to obtain qualified employees, by virtue of testing requirements.
  - B. If the 408 (A & B) posting is exhausted prior to filling the position, said position(s) may be forwarded to the Employment Office in an effort to obtain qualified employees.
  - C. In the event the Company is unable to obtain employees at the 408 (A & B) Labor Grade 8 position, the Company shall then post the 407/408 (A & B) Labor Grade 6/7/8 classification in an effort to fill the position.
  - D. Employees who were qualified 406/407 (A & B) prior to May 1, 1998 who return to the 407/408 (A & B) will be placed in the pay step previously held as a 406/407 (A & B). All other employees will enter at the base rate of the Labor Grade 6.
3. In the event of a layoff, employees in the 407/408 (A & B) classification will be laid-off in order of progression (6, 7, 8) by seniority.

In addition to the above, the following items will be implemented:

- 1) The written test on the 408 (A & B) will be dropped. The blueprint and trigonometry test will remain. Employees currently working in the 407 (A & B) job classification will have the blueprint qualification waived.



- 2) The current certification tests will become the practical tests for the 408 (A & B).
- 3) 408A must pass three (3) practical tests: VR3, Mazak lathe (QT8 or QT25) and the operators choice of one of the following - Trax, Miyano, Fadal, or H400.
- 4) 408B must pass four (4) practical tests: drill press, spot weld and two brake tests. The brake tests will count as two separate tests for failures or completion.
- 5) The Company and the Union will form joint teams to interview potential new hires for the Fab Shop.
- 6) The Company and the Union will continue to work together to establish training classes in the areas of blueprint reading, advanced blueprint reading, measuring instruments, math, advanced math, and programming. Testing will follow completion of the courses and of those passing will receive test credit toward the areas of blue print, math and measuring instruments.
- 7) All fabrication employees may move Priority 1 and 2 jobs. After SAP is implemented, the same principles will apply.
- 8) The Labor Grade 6 on the Labor Grade 4/5/6 (A & B) will be eliminated. The current job description for the Labor Grade 4/5/6 will be used for the 4/5.
- 9) 195 and 796 job classifications will be used for routing. The two wrapping areas will be consolidated into one.

## **LETTER OF UNDERSTANDING**

### **Fabrication Mechanics Staffing Level**

As a result of discussions between the COMPANY and the UNION, it is understood that, so long as the fabrication department is in

operation, the staffing levels in the following classifications will not be reduced below that indicated during the term of the collective bargaining agreement.

<u>JOB CLASSIFICATION</u>	<u>NUMBER</u>
410 A Mechanic (Mechanical)	2 per shift
410 B Mechanic (Sheet Metal)	1 per shift
409 Mechanic (A & B)	18*
* Of the 18, at least 7 must be 409A (Mechanical)	

Also through the term of the collective bargaining agreement, the COMPANY agrees that any reductions in classifications 405, 407, 408, 409, and 410 staffing will occur from the lower Labor Grades first (A's & B's separately). The COMPANY can reduce the non-guaranteed 410's after reaching the above guarantee level of 409's.

Also during this period, the COMPANY agrees to replace all attrition of 409's and 410's up to the current staffing level (10-410's and 26-409's) unless cutbacks would lower these classifications to the above guarantee levels.

## **LETTER OF UNDERSTANDING**

### **Fabrication Subcommittee**

Pursuant to discussions during recent negotiations between the COMPANY and the UNION, the parties reached the following understanding in Fabrication:

1. Fabrication teams will determine and make recommendations to management of the training needs of the team members and also the most capable team member for training.
2. The Letter of Understanding dated February 19, 1994 concerning staffing levels will become void if Fabrication closes.
3. Fabrication Mechanics (Mechanical and Sheet Metal), Labor Grades 8, 9, and 10 can use the Cordax computer on the floor to check work and make computations necessary to the completion of an assignment.

4. Fabrication Mechanics (Mechanical and Sheet Metal) may be required to move and clean charge number related orders (excluding outside customer orders unless mutually agreed by the Parties).
5. Any bargaining unit employee in Fabrication may move "hot" jobs or perform cleaning line tasks for "hot" jobs.
6. Any bargaining unit employee in fabrication will maintain their "round-robin" overtime assignments except for critical needs, such as:
  - A. Job Continuity.
  - B. Machine Proficiency (round-robin within the group of operators who have machine proficiency).
  - C. Any deviation from "round robin" overtime assignments must be concurred by the Chief Steward prior to the overtime being worked.

## **LETTER OF UNDERSTANDING**

### **702 Instrument Assembler & Adjuster Utility**

Pursuant to discussions between the COMPANY and the UNION, it has been mutually agreed to implement a new job classification to be known as a 702 Instrument Assembler & Adj'r Utility, Labor Grade 6/7.

1. Employees currently classified in the 790 Assembly Adjuster & Repair Operator job classification will be reclassified effective May 3, 2003 into the 702 Instrument Assembler & Adj'r Utility job classification, Labor Grade 6/7. Job code 790 will be dropped.

The following guidelines apply for filling job openings:

- A. The Company will post for the 702 job classification, Labor Grade 6/7. The Company will attempt to qualify employees at the Labor Grade 7. If employees are unable to qualify at the Labor Grade 7 level, the Company will attempt to

qualify employees from the same posting, in seniority order, at the Labor Grade 6 level.

- B. If the 702 job classification posting is exhausted prior to filling the position, said position(s) may be forwarded to the Employment Office in an effort to obtain qualified employees.
- C. Employees entering the 702 at Labor Grade 7 will be placed on a point to point basis. Employees entering the 702 at Labor Grade 6 will be placed on a point to point basis, up to the maximum rate of Labor Grade 6.
- D. Incumbent employees will be eligible to test based on the testing procedures of the Labor Agreement (every two months) without having to post for the position. Tests must be taken in order. There is a one year testing freeze on any one part of the test that is failed three times.

For bumping purposes, employees in the 702 job classification will be considered as Labor Grade 7 and will be bumped in order of seniority.

In the event of a layoff employees in the 702 job classification will be laid-off in order of seniority.

## **LETTER OF UNDERSTANDING**

### **724 Telephone Technician Wage Rate**

Each 724 Telephone Switch Technician will have his/her wage rate adjusted upward by four (4) percent the first pay period following successful completion of 160 hours of the Siemen's maintenance certification coursework (including the 9006 basic maintenance course). Each 724's rates will be adjusted another three (3) percent following successful completion of 60 hours of additional Siemen's module training. Failure to qualify for a Siemen's maintenance certification will be grounds for losing qualification for the 724 classification. Pensions will be calculated based on Labor Grade 10. These additional rates will be applicable for all other provisions of this contract.

## LETTER OF UNDERSTANDING

### Signal Wire

During 1995-1998 Negotiations, the Parties agreed that the COMPANY would utilize 710's, 724's, 181's, and 707 Apprentices to run signal wire when management deems it practical. Signal wire includes computer wires, coax, and fiber optic cables.

The COMPANY and UNION agree to work together to further define Bargaining Unit involvement in this work.

## LETTER OF UNDERSTANDING

### 725 Utility Custodian

Pursuant to discussions between the COMPANY and the UNION, it has been mutually agreed to implement a new job classification to be known as a 725 Utility Custodian, Labor Grade 1/2/3/4.

1. Employees currently performing custodial work in the 193 job classification and employees currently classified in 725 job classification will be reclassified effective May 3, 2003 into the 725 job classification, Labor Grade 1/2/3/4. Job code 193 will be dropped.
2. The Company agrees to maintain a minimum of fifteen (15) 725 Labor Grade 4 positions during the term of the current labor agreement. The fifteen (15) most senior 725, regardless of shift, will receive Labor Grade 4 pay. All others will be paid up to the maximum of Labor Grade 3.
3. The Company agrees that it will not reduce involuntarily the current\* number of Labor Grade 4, 725's, and will increase any 193 currently\* performing custodial work with more seniority than the least senior 725, on their current shift to Labor Grade 4. (\* As of May 3, 2003)
4. Qualification for the 725 job code will be seniority.

For bumping purposes, employees in the 725 job classification will be bumped in order of seniority. Those employees receiving Labor Grade 4 pay may be adjusted, based on seniority, following the bump.

In the event of a layoff, employees in the 725 job classification will be laid-off in order of seniority.

## **LETTER OF UNDERSTANDING**

### **Cleaning Own Work Areas**

Assembly and Test may clean their own work areas. Custodians will continue to clean main aisles in manufacturing areas.

## **LETTER OF UNDERSTANDING**

### **Maintenance Activities**

Pursuant to discussions between the COMPANY and the UNION during recent negotiations the Partnership has developed guidelines on moves. These are not all inclusive but are meant to be a general guideline to ensure we are following safe practices that allow the most efficient use of all of our employees.

Things that need to be moved by F & M:

- Furniture including line stations and office furniture
- Attached Station Accessories (such as monitor arms, lights, etc.)
- Cabinets and Shelves Taller than 6 foot
- Large items such as Drill Press', Ovens, other machinery, etc.
- Desk Top Computers and Peripherals (can be hooked up or unhooked by anyone on the floor or office)
- Large Microscopes
- Magnifying Lamps
- Station Drawers
- Chairs Without Wheels
- Test Consoles as part of a move to another area outside of the cell

Things that can be moved by any BU employee:

- All material associated with their product both in and out of totes

- All accessories from their stations (cubbies, wire racks, soldering irons, tips, hot tweezers, tools, etc.)
- Ergonomic chairs with wheels and adjustments for operators (not loading material or other items on the chair while moving)
- Rearrangement of items on a work station
- Test Technicians able to roll test consoles from one area to another for testing purposes
- Test Technicians able to make minor arrangements within a cell (does not include disconnecting and reconnecting water lines, hard wired electrical and CO2 lines, etc.)
- Portable Carts with CO2, Nitrogen, etc.
- 6 foot or shorter empty cabinets/metal shelves to make minor rearrangements within a cell
- Wire Shelving to make minor rearrangements within a cell

Moves between complexes will be handled with the F & M staff as has been in the past. Skids will be loaded and then F & M will move the items and skids to the new complex.

## **LETTER OF UNDERSTANDING**

### **Incidental Movement of Production Material**

Pursuant to discussion during recent Negotiations between the COMPANY and the UNION, the PARTNERSHIP has agreed to incidental de minimus movement of production material outside the normal flow or rework of the product may be performed by non bargaining unit employees in the following circumstances:

- Movement is not to progress the product to the next step in the route.
- Movement is short in duration and length.
- The Partnership will communicate and monitor for potential abuse.
- This effort will not reduce the need for bargaining unit employees.

## LETTER OF UNDERSTANDING

### F & M Overtime

Pursuant to negotiations, the parties agree to the following:

If an employee works a double shift or sixteen (16) continuous hours, overtime will be calculated at twelve (12) hours time and one half, and the remainder at double time.

The maximum hours an employee can work during a twenty-four (24) hour period is a double shift or sixteen (16) hours, unless additional time is agreed upon by management and the employee.

If an employee works a double shift or sixteen (16) continuous hours and the next shift is his/her regularly scheduled shift, s/he will be sent home and paid four (4) hours straight-time pay.

It was further agreed that the Facilities and Maintenance managers and the section/organizational unit stewards will work together to allow for "out of turn" overtime assignments in situations where special skills or license requirements are needed.

### CLARIFICATION

- 1) Agreement includes F&M 181's and custodians.
- 2) If work twelve hours before regularly scheduled shift and four (4) hours into regular shift, will be sent home and will not receive additional pay for the remainder of the shift.
- 3) The overtime will be charged at what the employee is paid minus his/her normal straight-time pay.



## **LETTER OF UNDERSTANDING**

### **Apprentice Overtime**

Pursuant to discussions during recent negotiations, the Parties agree that the 707-Building Maintenance Apprentice can work overtime based on a ratio of one (1) Apprentice for each seven (7) Building Maintenance Mechanics (181) working overtime in that division.

Apprentice overtime hours will be credited toward ingrade increases based on actual hours worked and not on hours paid.

## **LETTER OF UNDERSTANDING**

### **Facilities/Maintenance Reassignment**

As a result of discussions between the COMPANY and the UNION, it is understood that the COMPANY has no intentions of making employee reassignments between "home locations" as a result of the merger of Facilities and Maintenance into one section/organizational unit (OC) effective May 1, 1998.

## **LETTER OF UNDERSTANDING**

### **Facilities and Maintenance Training**

Pursuant to discussions between the Parties during recent negotiations regarding the Facilities and Maintenance training, it has been agreed:

- Facilities and Maintenance will use the Rockwell-Collins guidelines for continuing education when an employee is enrolled in a course of study to earn a degree.
- A Training Team will be established to determine what training will be needed for the 181 job code. This Training Team will consist of both Bargaining Unit and Company personnel. The purpose of this Training Team will be to identify and set up the optional training classes. This Training Team will report to the Joint Training Partnership Group.

The training needs for the J.C. 707 Building Maintenance Apprentice will be addressed by the J.A.T.C.

## **LETTER OF UNDERSTANDING**

### **Facilities Services Subcontracting Agreement**

Pursuant to discussions concerning the subcontracting of Building Maintenance work, the parties have agreed to the following operating guidelines. These guidelines in no way restrict the parties from exercising their current contractual rights to subcontract work or to grieve per the Labor Agreement.

- A subcontracting review form will be provided to engineering when the project is assigned to Facilities Services Engineering.
- If outsourcing is forecasted, the review form will be filled out with the project description and outsource justification, then forwarded to the Partnership.
- Partnership will assign a cross-functional review team. This team will include sponsorship from the Chief Steward and the Operations Manager.
- The review team's decision will be forwarded to the Partnership for implementation.

The intent of this Agreement is to provide timely information on subcontracting recommendations and to allow for decisions on subcontracting to be made by those directly impacted.

Failure to follow these operating guidelines will not prejudice either party's positions or obligations as the guidelines are meant solely to facilitate communication, trust and operating performance.

## **LETTER OF UNDERSTANDING**

### **761 Planar Inspector**

Pursuant to discussions between the *COMPANY* and the *UNION*, it has been mutually agreed to implement a new job classification to be known as a 761 Planar Inspector, Labor Grade 6/7.

1. Employees currently classified in the 761 Planar Inspector, Labor Grade 6 will be reclassified effective May 3, 2003 into the 761 Planar Inspector, Labor Grade 6/7.
2. Employees qualified for the 761 Planar Inspector prior to May 3, 2003 will be considered qualified at the Labor Grade 7 level. Employees currently classified in the 761 will continue to advance through the pay steps until reaching top of Labor Grade 7.

The following guidelines apply for filling job openings:

- A. The Company will post for the 761 job classification, Labor Grade 6/7. The Company will attempt to qualify employees at the Labor Grade 7. If employees are unable to qualify at the Labor Grade 7 level, the Company will attempt to qualify employees from the same posting, in seniority order, at the Labor Grade 6 level.
- B. If the 761 job classification posting is exhausted prior to filling the position, said position(s) may be forwarded to the Employment Office in an effort to obtain qualified employees.
- C. Employees entering the 761 at Labor Grade 7 will be placed on a point to point basis. Employees entering the 761 at Labor Grade 6 will be placed on a point to point basis, up to the maximum rate of Labor Grade 6.
- D. Employees qualifying after May 3, 2003 for the 761 at the Labor Grade 6 level will be eligible to test based on the testing procedures of the agreement (every two months) without having to post for the position. Tests must be taken in order. There is a one year testing freeze on any one part of the test that is failed three times.

For bumping purposes, employees in the 761 job classification will be considered as Labor Grade 7 and will be bumped in order of seniority.

In the event of a layoff, employees in the 761 job classification will be laid-off in order of seniority.

## **LETTER OF UNDERSTANDING**

### **Collins Printed Circuit Productivity**

The COMPANY and UNION have agreed to:

1. Allow 761's to perform repair (such as remove shorts, touch-up, remove excess material, weld circuitry) to complete printed circuit board repair.
2. Allow job codes 741, 786 and 787 to perform the CPC duties of material stocking/issuing, floor routing and finished goods stock and packaging. The Company agrees that it will not involuntarily reduce the current number of job code 195's in CPC. The Company may transition job code 195 job duties into the above classifications as the current 195's voluntarily leave their positions.

## **LETTER OF UNDERSTANDING**

### **Joint Training Partnership**

The Joint Partnership recognizes the need to take a proactive role in training and development of all employees. It recognizes the importance of developing a formal structure, providing new training programs as well as adequate resources, which enable the workforce to remain current with changes in the work place.

Accordingly, the Parties agree to create a Joint Training Partnership (JTP) to facilitate, review and develop training plans for all bargaining unit employees. Members of the JTP will include, but not be limited to, Site Directors/Leaders, Union Leaders, Training Resource Leaders, Labor Relations and a Champion from each training sub-team. The JTP will establish training sub-teams, made up of a cross-functional group of employees, focused on the following areas:

- Assembly
- Technicians (Electrical)
- Facilities Services
- Fabrication
- CPC

- Other Areas (i.e. Safety, Ergo, CIC's, etc.)

The JTP will establish boundaries for training sub-teams to include, but not be limited to, the following items:

- Working issues through the JTP
- Optimizing the use of bargaining unit employees delivering training
- Sharing training materials
- Promoting and communicating efforts and opportunities

The JTP expects that employee knowledge, skills and abilities will be defined, needs identified and training/cross-training plans developed that are specific for the workgroup. The JTP expects that training and development will be delivered in the most effective and efficient methods possible.

## **LETTER OF UNDERSTANDING**

### **Training/Retraining**

During the 1985-86 negotiations, the Parties discussed training/retraining as a job security issue and reached the following understanding:

It is intent of the COMPANY to provide training opportunities for employees, to minimize the impact to both the COMPANY and the employee, in the event that employees may be displaced due to automation.

In interpreting and applying the understanding, the following specific points reflect the intent of the Parties:

1. These provisions will apply to those employees laid off as a result of automation.
2. The specific provisions for training will be determined and implemented by the individual Parties to the various local labor agreements.

3. Training which is provided will be for existing unit work.
4. The provisions of this agreement apply to employees displaced due to automation on or after November 1, 1985.

# INDEX

	Page
<b>ABSENCE</b> .....	6, 25, 43, 45, 46, 48,
.....	49, 53, 54, 55, 56, 57, 58, 72, 86
Absenteeism .....	58, 79
<b>AGREEMENT PARTIES TO</b> .....	1
<b>AMENDMENTS</b> .....	60
<b>AUTOMATIC PROGRESSIONS</b> .....	96
<b>BENEFITS (See INSURANCE BENEFITS)</b>	
<b>BIDDING</b>	
Bids .....	36, 37, 38, 40, 45, 67, 92
<b>BULLETIN BOARD</b> .....	14, 35, 43
<b>BUMPING</b> .....	38, 39, 45, 93, 98, 99, 100, 101, 102
<b>CERTIFICATION</b> .....	7, 13, 46, 94, 95, 104, 108
Certified .....	1, 5, 7, 95
<b>CHECK-OFF</b>	
COPE .....	4
(Union Dues) .....	4
<b>COMPANY RULES</b> .....	12, 72, 73, 74, 75, 76
<b>CONTRACT</b>	
Effective Date .....	1, 60
Renewal .....	60
Signatures .....	61, 62, 63
Termination .....	1, 60
Period 1, 60	
<b>COST OF LIVING</b> .....	70-71
<b>DEMOTIONS/DISPLACEMENTS</b> .....	29, 35, 40, 41, 85

<b>DISABLED</b> .....	3, 54, 55, 81
<b>DISCHARGE</b> .....	2, 12, 35, 48, 53, 54, 58, 80
<b>DISCIPLINARY LAYOFF</b> .....	12, 26
<b>DISCIPLINARY RECORDS</b> .....	60
<b>DISQUALIFICATION</b> .....	41
<b>EMPLOYEES</b>	
Absent (See ABSENCE)	
Disabled (See DISABLED)	
Non-Unit .....	39
Probationary .....	4, 28, 35, 37
<b>FILLING JOB OPENINGS (See JOB)</b>	
Training .....	3, 13, 27, 29, 30, 41, 42, 43, 46, 93, 95, 96, 97 98, 99, 105, 106, 108, 113, 116, 117
Unqualified .....	45
<b>GENDER</b> .....	59
<b>GRIEVANCE PROCEDURE</b> .....	3, 7, 12
Arbitration .....	3, 7, 10, 11, 12, 78
Compensation .....	11, 55, 56, 79
Discharge .....	2, 12, 35, 48, 52, 53, 58, 80
Disciplinary Layoff .....	12, 26
Group Grievance .....	9
Job Evaluation .....	30
Labor Relations Board .....	3, 6, 8, 9, 10, 11, 12, 29, 59
No Strike Clause .....	11
Post Hearing Briefs .....	11
Steps of: 7, 8, 9	
First Step .....	7, 9
Second Step .....	7, 9
Third Step .....	8, 9, 44
Fourth Step .....	3, 8, 10
<b>HANDICAPPED (See DISABLED)</b>	



<b>HOLIDAY</b> .....	19, 20, 22, 23, 27, 41, 51, 52
Eligibility .....	22, 23
Exclusion of .....	7, 10
Observance of .....	23
Pay .....	19, 20, 22, 23
<b>INDEX</b> .....	119-126
<b>INDIVIDUAL AGREEMENTS</b> .....	5
<b>INDIVIDUAL RIGHTS</b> .....	60
<b>INDUSTRIAL ACCIDENT</b> .....	13, 51
<b>INSURANCE BENEFITS</b> .....	31
Accident and Sickness (A&S) .....	33, 49, 54
Accidental Death & Dismemberment (AD&D) .....	34
Carrier/Administrator .....	31
Dental .....	32, 34, 35, 78
Dependent Life .....	32
Flexible Spending Account .....	33
Life .....	32, 33, 34, 35, 78
Long-Term Disability .....	33
Medical .....	31, 32, 33, 34, 41, 45, 78, 79, 80, 81, 84
Medical Slide-In .....	79, 80
Premiums .....	33, 34, 35
Prescription Drug .....	78
Retiree .....	34, 53
Savings Plan .....	53
Workers Compensation .....	34, 55, 56
<b>INTERPRETATIONS</b> .....	59
<b>JOB</b> .....	
Classifications .....	26, 29, 30, 36, 37, 38, 40, 41,
.....	42, 43, 46, 47, 67, 87, 88, 91, 92, 93,
.....	94, 95, 100, 101, 102, 103, 104, 105,
.....	106, 107, 108, 109, 110, 114, 115, 116
Evaluation .....	30
Openings (See FILLING JOB OPENINGS)	
.....	15, 16, 35, 43, 44, 45,

.....	46, 47, 87, 88, 90, 92, 93, 96,
.....	100, 101, 102, 104, 107, 115
Postings .....	15, 38, 39, 42, 43, 44, 45, 46, 47, 92, 93
<b>JOINT MEETINGS .....</b>	<b>59</b>
<b>LABOR GRADE .....</b>	<b>29, 36, 38, 44, 46, 47, 48, 67, 69, 70, 92</b>
<b>LAYOFF .....</b>	<b>4, 12, 18, 23, 26, 34, 35, 38, 39, 40, 43,</b>
.....	<b>51, 57, 79, 85, 86, 88, 89, 90, 91, 93,</b>
.....	<b>94, 101, 102, 103, 104, 108, 110, 115</b>
Voluntary .....	38, 39, 90
<b>LEAVE OF ABSENCE .....</b>	<b>25, 48, 52, 54, 56, 57</b>
Disability From Injury .....	55, 56
Education Leave .....	58, 59
Funeral Leave .....	58
Good Cause .....	54
Jury Duty .....	50, 51, 57, 58
Court Subpoena .....	58
Military .....	23, 45, 53, 57
Sick Leave .....	23, 35, 48, 55
Termination Pay .....	58, 59
Union Business .....	51, 56, 57
<b>LETTER OF UNDERSTANDING</b>	
172 Mechanical Inspector .....	91
195 Production Specialist .....	92-93
221 Maintenance Machinist .....	93-94
341 Technician Progression (LG 9) .....	97-98
343 Prec Grind Toolmaker .....	100-101
378 Finish Operator .....	101-102
386 Plastic Mould Operator .....	102-103
407 (A/B) & 408 (A/B) Classification .....	103-105
702 Instrument Assembler & Adjuster Utility .....	107-108
724/Telephone Technician Wage Rate .....	108
725 Utility Custodian .....	109-110
761 Planar Inspector .....	114-115
Anti-Drug and Alcohol Abuse Program .....	81
Apprentice Overtime .....	113

Benefits Review Committee .....	77-78
Child Care .....	.85
Cleaning Own Work Area .....	110
Collins Printed Circuit Productivity .....	116
Continuation of Disabled Employees Benefit Plan .....	.81
Development Work .....	99-100
EEE Lab .....	98-99
Employee Movement .....	.85
Employee Encouraged to Have Labor Agreement .....	.86
Ergonomics .....	.82
F & M Overtime .....	112
Fabrication Mechanics Staffing Levels .....	105-106
Fabrication Subcommittee .....	106-107
Facilities/Maintenance Reassignment .....	113
Facilities and Maintenance Training .....	113-114
Facilities Services Subcontracting Agreement .....	114
FMLA Administration .....	.79
Guaranteed Employment .....	.86
Incidental Movement of Production Material .....	111
Insurance Coverage .....	78-79
Interest Areas 195 Job Classification Postings .....	.87
Joint Training Partnership .....	116-117
Laid Off Employees Working at Coralville .....	.91
Maintenance Activities .....	110-111
Medical Slide-In .....	79-80
Mileage Reimbursement .....	.82
Outplacement .....	89-90
Outsourcing Discussions .....	.82
Outsourcing Notification .....	83-84
Plant Closure .....	84-85
Posting Complexes .....	86-87
Posting Starting Times .....	.88
Preferential Hiring .....	.88
Senior Test Technician Staffing Levels .....	.94
Signal Wire .....	109
Significant Service Indemnity Pay .....	80-81
Test Technicians Performing Certain Repair Functions ..	94-95
Test Technician Progression/Training .....	95-97
Training/Retraining .....	117-118
Union Orientation Meeting .....	.89
Voluntary Layoff .....	.90

<b>MACHINERY OF ADJUSTMENT</b> .....	7, 8, 9, 10, 11
<b>MANAGEMENT RIGHTS</b> .....	2
<b>MODIFICATIONS (See AMENDMENTS)</b>	
<b>MILITARY LEAVE (See LEAVE OF ABSENCE)</b>	
<b>MUTUAL COOPERATION</b> .....	2
<b>NO STRIKE CLAUSE</b> .....	11
<b>NON-COERCION</b> .....	3
<b>NON-DISCRIMINATION</b> .....	2, 3
<b>NON-STANDARD WORK WEEK</b> ....	14, 15, 19, 20, 22, 28, 44
<b>NON-UNIT EMPLOYEES (See EMPLOYEES)</b>	
<b>NOTICES</b> .....	14, 59
<b>OVERTIME</b> .....	19, 90, 91, 92, 104, 112, 113
Absenteeism .....	25
Continuity .....	24
Cut-Off Date .....	27
Disciplinary Layoff .....	26
Distribution of .....	23, 24
Double Time .....	19, 20, 112
Leave of Absence .....	25
Pyramiding .....	20
Records .....	27
Rest Periods .....	17, 18
Trainees .....	27
Transferred Employees .....	26, 27
Twenty-Four Hour Notice .....	25, 26
Vacation .....	25
<b>PATENT PROTECTION</b> .....	5

**PAY (See WAGES)**

Cost-of-Living .....	70, 71
Holiday .....	19, 20, 22, 23
Pay Day .....	27
Plant Closure .....	84, 85
Shift Premium .....	22, 33, 51
Significant Service Indemnity Pay .....	80, 81
Termination .....	58

**PLANT CLOSING .....18****POSTING**

Area, Shift Starting Times .....	15, 16
Filling (See FILLING JOB OPENINGS)	
List of Active Postings .....	35
Refusal Of Posting .....	44
Bidding To Same Classification .....	36, 37
Bidding to Former Classification .....	38
Horizontal and Down Bids .....	36
Laid-Off, Demoted, Displaced Employees .....	46
Protest .....	44
Time Limits and Transfer Date .....	43, 44
Vacation .....	45, 46

**REASSIGNMENTS .....37, 85, 113****RECOGNITION CLAUSE .....2****REINSTATEMENT .....12****ROTATING WORK WEEK .....15****SAFETY**

Anti-Static Clothing .....	14
Committee .....	13
Ergonomics .....	82
Glasses .....	13
Protective Clothing .....	13, 14
Rules .....	72, 73, 74, 75, 76
Shoes .....	13

<b>SCHEDULE OF JOBS</b>	15, 28, 69, 70
<b>SCHEDULE OF WAGE RATES</b>	28, 29, 64, 65, 66, 67, 103
<b>SECURITY</b>	3, 5
<b>SENIORITY</b>	12, 24, 35, 37, 38, 39, 40, 43, 44, 45, 46, 47, 48, 49, 51, 52, 54, 55, 56, 58, 67, 85, 86, 90 94, 100, 101, 103, 104, 107, 108, 109, 110, 115
Bumping (See BUMPING)	
Chief Steward (See UNION REPRESENTATIVES)	
Definition of:	35, 36
Employee Movement (See REASSIGNMENTS)	
Employee Returning to Unit Of Representation	47, 48
Layoffs (See LAYOFF)	
List	35
Non-Unit Job	39
Recall	35, 39, 90, 91
Rights	12, 35
Section Steward (See UNION REPRESENTATIVES)	
Termination of	47, 48, 49
<b>SICK PAY</b>	33, 34, 35, 54
<b>STEWARDS (See UNION REPRESENTATIVES)</b>	
<b>TEMPORARY LAYOFF</b>	23, 40, 43, 51, 57
<b>TEMPORARY TRANSFERS</b>	26, 29, 30, 41, 42
<b>TESTING</b>	
Disqualification	41
Failure	40, 44, 105, 108
Freeze	36, 39, 40, 46
New Employees	41
Pre-Testing	44
Revision	40
<b>TRAINING</b>	3, 27, 29, 30, 41, 42, 43, 46, 53, 57, 93, 95, 96 97, 98, 99, 105, 106, 108, 113, 114, 116, 117, 118

<b>UNION REPRESENTATIVES</b> .....	5, 6, 7, 9, 11, 77, 94
Alternate Steward .....	5, 7
Business Manager .....	5, 6, 7, 8, 9, 12, 19, 36, 44, 51
Certification of .....	7
Chief Steward .....	5, 6, 7, 8, 9, 12, 24, 40 42, 107, 114
Section Steward .....	5, 6, 7, 19, 40, 112

## **UNION SECURITY**

Dues .....	4
------------	---

## **UNION REPRESENTATION**

(See UNION REPRESENTATIVES) .....	2
-----------------------------------	---

## **VACATION** .....

Allowances .....	25, 38, 45, 49, 52
Eligibility and Time Off Schedule .....	38, 49, 50, 51
Employee Quitting Prior to May 1 .....	68
Holiday During .....	52
Pay .....	52
Period .....	49, 50, 51
Splitting .....	49, 50, 51
Splitting .....	51

## **VISITATION** .....

## **WAGES 28**

Advances .....	28, 65, 67
Changes in .....	30
Demotion .....	29
Equal .....	29
Groups .....	28
Mistakes .....	30
New Classifications .....	29
Probationary .....	28
Promotion .....	28, 67
Schedule of .....	64, 65, 66, 67
Temporary Transfer .....	29
Training .....	29

## **WORK SCHEDULE**

Call-In .....	19
Change In .....	14, 15

Continuous .....	18
Lunch Periods .....	15, 17
Non-Standard .....	14, 15, 19, 20, 22, 28, 44
Report Time .....	19, 92
Rest Periods .....	14, 16, 17, 18
Standard .....	14
Starting Times .....	15, 16, 43, 88
Work Day .....	14, 19, 22, 45, 54
Work Week .....	14, 15, 19, 20, 24, 25, 30, 31
Revision .....	41